THE ACCOMPLISH'D

CONVEYANCER.

CONTAINING

Great Variety of PRECEDENTS of Special Grants, Aſſignments, Mortgages, and all Sorts of Securities, &c. under the following HEADS:

VIZ.

Special Gifts, Grants, Common Leaſe and Releaſe, Aſſignments of Bonds, Statutes, Judgments, &c. And alſo of Leaſes, Aſſignments to attend the Fee, and to attend Mortgages; Mortgages of Perſonal Eſtates, and of Leaſes and Lands for Years, Life and in Fee, Aſſignments of ſuch Mortgages; Collateral Securities, Securities againſt Incumbrances, Defeaſances, Declarations in Truſt, Revocations and new Declarations, Appointments, Renunciations, Diſclaimers, Surrenders, Releaſes of Equity of Redemption, &c.

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By GILES JACOB, Gent.

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Rec. May 21, 1903.

THE ACCOMPLISH'D CONVEYANCER.

Special Gifts, and Grants.

A Deed of Gift of a Capital Meſſuage and Lands, with a Covenant to levy a Fine thereof.

THIS *Indenture* made, *&c. Between L. M.* of, *&c.* Eſquire, of the one Part; and *B. M.* Son and Heir of the ſaid *L. M.* of the other Part, *Witneſſeth*, That the ſaid *L. M.* for and in Conſideration of the natural Love and Affection which he the ſaid *L. M.* hath and beareth unto the ſaid *B. M.* and for divers other good Cauſes and Conſiderations him thereunto eſpecially moving, *Hath* given, granted, alienated, enfeoffed and confirmed, and by theſe Preſents doth give, Grant, *&c.* unto the ſaid *B. M.* his Heirs and Aſſigns, *All* that Capital Meſſuage or Dwelling-houſe, with a Barn, Stable, Garden, Orchard, and ſeveral Cloſes of Meadow and Paſture thereunto adjoining and belonging, commonly called by the Names of, *&c.* All which ſaid Premiſſes are ſituate, lying and being in, *&c.* and were formerly in the Tenure or Occupation of, *&c.* or his Aſſigns, and now in the Tenure or Occupation of the ſaid *L. M.* his Aſſigns or Under-Tenants: *And* alſo all Out-houſes, Edifi-

ces, Buildings, Barns, Stables, Court-yards, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Feedings, Trees, Woods, Under-woods, Commons, Common of Paſture, Ways, Paths, Paſſages, Waters, Water-courſes, Eaſements, Profits, Commodities, Privileges, Advantages, Hereditaments and Appurtenances whatſoever to the ſaid Capital Meſſuage, Cloſes, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, or to any Part or Parcel thereof belonging, or in any wiſe appertaining, or therewith commonly uſed, occupied or enjoyed, or accepted, reputed, taken or known, as Part or Parcel thereof; And all other the Lands, Tenements and Hereditaments of him the ſaid *L. M.* ſituate, lying and being in the Pariſh of, *&c.* or elſewhere in the ſaid County of, *&c.* whereof or wherein he is ſeized of any Eſtate of Inheritance; And the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and ſingular the ſaid Premiſſes; And all the Eſtate, Right, Title, Intereſt, Benefit, Claim and Demand whatſoever of him the ſaid *L. M.* of, in and to the ſame Premiſſes, and of, in and to every Part or Parcel thereof, with their and every of their Appurtenances; And alſo all Deeds, Evidences and Writings, touching and concerning the ſaid Premiſſes only, or only any Part thereof, which he the ſaid *L. M.* now hath in his Cuſtody, or which he can or may come by without Suit in Law; together with true Copies of all other Deeds, Evidences and Writings, concerning the ſaid Premiſſes only, or any Part thereof, amongſt other Lands, the ſame Copies to be made and written at the Coſts and Charges of the ſaid *B. M.* his Heirs

or

or Aſſigns, *To have and to hold* the ſaid Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes above-mentioned to be granted and conveyed, with their and every of their Appurtenances, unto the ſaid *B. M.* his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of him the ſaid *B. M.* his Heirs and Aſſigns for ever. *And* the ſaid *L. M.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *B. M.* his Heirs and Aſſigns, That he the ſaid *B. M.* his Heirs and Aſſigns, ſhall and may from henceforth for ever hereafter peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Capital Meſſuage, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby granted, or mentioned or intended to be hereby granted, with their and every of their Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *L. M.* his Heirs, Executors or Adminiſtra- and of all and every other Perſon or Perſons whatſoever: *And* that freed and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs and indemnified, of and from all former and other Gifts, Grants, Bargains, Sales, Feoffments, Leaſes, Dowers, Jointures, Uſes, Wills, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever had, made, committed, done or ſuffered, or to be had, *&c.* by the ſaid *L. M.* his Heirs,

Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever claiming, or to claim, by, from or under him, them, or any or either of them. *And* the ſaid *L. M.* for himſelf, his Heirs, Executors and Adminiſtrators, doth alſo covenant and grant to and with the ſaid *B. M.* his Heirs and Aſſigns, That he the ſaid *B. M.* ſhall and will before the End of *Hillary* Term next enſuing the Date hereof, upon the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *B. M.* his Heirs or Aſſigns, in due Form of Law acknowledge and levy in the Court of *Common Pleas* at *Weſtminſter*, before His Majeſty's Juſtices of the ſaid Court, one Fine *Sur Connzance de Droit come ceo, &c.* to be purſued with Proclamations, according to the Form of the Statute in that Caſe made and provided, unto the ſaid *B. M.* and his Heirs, or to ſuch other Perſon or Perſons, as he the ſaid *B. M.* ſhall nominate and appoint to be Conuſee or Conuſees of the ſaid Fine, either of the ſaid Capital Meſſuage and Premiſſes hereby granted alone, by it ſelf, or together, with any other Lands, Tenements or Hereditaments, by ſuch Name and Names, Quantities and Number of Meſſuages, Acres and Things, and other Certainties and Deſcriptions as ſhall be adviſed and thought fit. *And* it is hereby concluded and agreed upon by and between the ſaid Parties to theſe Preſents, That the ſaid Fine in manner as aforeſaid, or in any other manner to be levied; and alſo all other Fines and Aſſurances which ſhall be had or levied of the ſaid Premiſſes abovementioned, either alone by it ſelf, or together, with any other Lands, Tenements or Hereditaments as aforeſaid, ſhall be and enure, and ſhall

be

be conſtrued and adjudged to be and enure, as for and concerning the Capital Meſſuage and Premiſſes aforeſaid, *To* the only proper Uſe and Behoof of the ſaid *B. M.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents. *In Witneſs*, &c.

A ſpecial Grant of an Annuity for Life.

THIS *Indenture* made, &c. *Between* Dame *A. E.* of, &c. Widow, Relict, and alſo Executrix of the laſt Will and Teſtament of Sir *T. E.* Baronet, deceaſed, of the one Part; and *S. W.* of, &c. of the other Part. *Whereas* the ſaid Sir *T. E.* in and by his laſt Will and Teſtament in Writing, bearing Date, &c. did give unto the ſaid *S. W.* one Annuity or yearly Rent-charge of 30 *l. per Annum* for and during the Term of his natural Life: And by his ſaid Will did alſo give and Deviſe all his real Eſtate whatſoever unto the ſaid Dame *A. E.* and made her ſole Executrix thereof, as may appear. *And whereas* no particular Part of the ſaid Sir *T. E.*'s Eſtate is charged with the ſaid Annuity, ſo that the ſaid *S. W.* hath no Remedy but in Equity to recover the ſame; *And therefore* the ſaid *S. W.* hath requeſted the ſaid Dame *A. E.* to ſecure to him the ſaid *Annuity*, which the ſaid Dame *A. E.* hath agreed to do out of the Tenements after-mentioned, being her own Inheritance, ſo as the ſaid *S. W.* will releaſe the ſaid Annuity given him by the ſaid Sir *T. E.*'s ſaid Will. *Now this Indenture witneſſeth*, That the ſaid Dame *A. E.* in Purſuance and full Performance of the ſaid Agreement, and in Conſideration alſo of the Sum of 5 *s.* of, &c. to her in Hand paid by the ſaid *S. W.* the Receipt whereof is here-

by acknowledg'd; the ſaid Dame *A. E. hath* given, granted and confirmed, and by theſe Preſents doth give, *&c.* unto the ſaid *S. W.* and his Aſſigns, one Annuity or yearly Rent-charge of 30 *l.* of, *&c.* to be received, taken, had, and to be iſſuing out of *All* that Meſſuage or Tenement called, *&c.* ſituate, *&c.* and now or late in the Tenure or Occupation of, *&c.* or his Aſſigns: And alſo out of all that Parcel of Arable Land or Paſture Ground, with its Appurtenances, containing, *&c.* ſituate, *&c.* with all and ſingular Hereditaments and Appurtenances thereunto belonging, or uſed, as Part or Parcel thereof: *To have and to hold* the ſaid Annuity or yearly Rent-charge of 30 *l.* abovementioned, and every Part and Parcel thereof, unto the ſaid *S. W.* and his Aſſigns, for and during the natural Life of him the ſaid *S. W.* payable and to be paid in and upon the 25th Day of *September* and the 25th Day of *March* yearly, by even and equal Portions: *And* if it ſhall happen the ſaid Annuity or yearly Rent-charge of 30 *l.* or any Part thereof, to be behind and unpaid in Part or in all, by the Space of 21 Days next after either of the ſaid Days or Times for Payment thereof, whereon the ſame ſhould, or of Right ought to be paid as aforeſaid; that then, and ſo often and at any Time thence after, it ſhall and may be lawful to and for the ſaid *S. W.* and his Aſſigns, into the ſaid Premiſſes, or into any Part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, until the ſaid Annuity and the Arrears thereof (if any ſhall happen to be), together with all Coſts and Charges thereabout, ſhall be fully

fully paid and ſatisfied. *And* the ſaid Dame *A. E.* for her ſelf, her Heirs and Aſſigns, doth covenant and grant to and with the ſaid *S. W.* his Executors Adminiſtrators and Aſſigns, That ſhe the ſaid Dame *A. E.* her Heirs and Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S. W.* or his Aſſigns, the ſaid Annuity or yearly Rent-charge of 30 *l.* above-mentioned, at the Days and Times, and in Manner and Form above expreſſed, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That the ſaid Meſſuages, Lands, Tenements and Hereditaments above-mention'd ſo to be charged or chargeable with the ſaid Annuity or yearly Rent-charge hereby granted, ſhall from Time to Time be and continue overt and ſufficient for the Payment of the ſaid Annuity yearly, during the Life of the ſaid *S. W. In Witneſs*, &c.

A Grant of an Annuity from a Father to a Son, in Conſideration of a Tranſfer of South-Sea *Stock; with a Covenant for the Father to leave at his Death a further Proviſion for the Son, if an Eſtate doth not Deſcend to him.*

THIS *Indenture* made, &c. *Between A. B.* of, &c. Eſq; of the one Part, and *J. B.* of, &c. Son of the ſaid *A. B.* of the other Part. *Whereas* the ſaid *A. B.* hath agreed with the ſaid *J. B.* in Conſideration of 500 *l. South-Sea* Stock, Transferred and Aſſigned to him the ſaid *A. B.* by the ſaid *J. B.* to grant to him the ſaid *J. B.* one Annuity or clear yearly Sum of 50 *l. per Annum*, payable and to be paid Quarterly, as herein after is mentioned, during the Life of the ſaid *A. B.* *And whereas*

the ſaid *A. B.* hath alſo Agreed, as a further Proviſion for the ſaid *J. B.* his Son, (over and above the ſaid Annuity) to leave to the ſaid *J. B.* at the Time of his Death, in Caſe he the ſaid *A. B.* ſhall die in the Life-Time of him the ſaid *J. B.* and an Eſtate called, *&c.* in the County of, *&c.* now in the Poſſeſſion of, *&c.* Brother to the ſaid *A. B.* ſhall not on his Death deſcend to the ſaid *J. B.* the full and juſt Sum or Legacy of 500*l.* of, *&c.* *Now this Indenture witneſſeth*, That the ſaid *A. B.* in purſuance of the Agreement above-mentioned, and for and in Conſideration of the ſaid 500*l. South-Sea* Stock, to him Transferred as aforeſaid, by the ſaid *J. B.* his Son, *Hath* given and granted, and by theſe Preſents doth give and Grant unto the ſaid *J. B.* and his Aſſigns, one Annuity of 50*l. per Annum* of lawful Money of *Great Britain*. *To have and to hold* the ſaid Annuity of 50*l. per Annum* unto ſaid *J. B.* and his Aſſigns, for and during the natural Life of him the ſaid *A. B.* payable and to be Paid by the ſaid *A. B.* his Executors and Adminiſtrators, by and at four Quarterly Payments in the Year, *viz.* On the 24th Day of *June*, the 29th Day of *September*, the 25th Day of *December* and the 25th Day of *March*, yearly, by even and equal Portions; the firſt Payment thereof to begin and be made on the, *&c.* next enſuing the Date of theſe Preſents. *And* the ſaid *A. B.* for himſelf his Executors and Adminiſtrators, doth Covenant, Promiſe and Grant to and with the ſaid *J. B.* his Executors Adminiſtrators and Aſſigns, that he the ſaid *A. B.* his Executors or Adminiſtrators ſhall and will well and truly Pay or cauſe to be Paid unto the ſaid *J. B.* or his Aſſigns, the

Annuity

Annuity or clear yearly Sum of 50 *l. per Annum* above-mentioned, on the Days and Times and by the four quarterly Payments in the Year above appointed, during the Life of him the ſaid *A. B.* in Manner and Form above expreſs'd, according to the true Intent and meaning of theſe Preſents, and the Agreement above recited. *And alſo* that he the ſaid *A. B.* ſhall and will at all Times hereafter, upon the Requeſt and at the Coſts and Charges of the ſaid *J. B.* and his Aſſigns, make, do, and Execute, or cauſe or procure to be made done and executed, all and every ſuch further Acts and Acts, Thing and Things in the Law whatſoever, for the further better and more perfect granting and aſſuring of the ſaid Annuity, or clear yearly Sum of 50 *l. per Annum* to the ſaid *J. B.* and his Aſſigns, for and during the Life of the ſaid *A. B.* as by the ſaid *J. B.* or his Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed and required. *And* the ſaid *A. B.* in further purſuance of the Agreement above-mentioned for himſelf his Executors and Adminiſtrators, doth covenant promiſe and grant to and with the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *A. B.* ſhall and will, in caſe of his Death before the ſaid *J. B.* either by his laſt Will and Teſtament, or by ſome other Deed or Writing legally executed by him in his Life-time, give, bequeath, leave and appoint to and for the only proper Uſe of him the ſaid *J. B.* his Executors Adminiſtrators and Aſſigns, the full and juſt Sum of 500 *l.* of lawful Money, *&c.* to be paid by the Executors of the ſaid *A. B.* within ſix Months after

after his Deceaſe, as and for a further Proviſion for him the ſaid *J. B.* and for his better Support and Maintenance. *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid *J. B.* ſhall by the Deceaſe of the ſaid *A. B.* and at the Time of ſuch Deceaſe become ſeized or poſſeſſed of or immediately intitled unto the Eſtate of, *&c.* in, *&c.* aforeſaid, now in the Poſſeſſion of the ſaid, *&c.* as aforeſaid; that then and in ſuch caſe the ſaid Sum of 500 *l.* intended to be given, left or appointed by the laſt Will and Teſtament, or other Deed or Writing to be made and executed by the ſaid *A. B.* ſhall not be paid to the ſaid *J. B.* his Executors Adminiſtrators or Aſſigns; but the Covenant herein before contained for that purpoſe, and all Covenants and Obligations thereto relating ſhall ceaſe, determine and be void and of none Effect; and the ſaid *A. B.* in that caſe ſhall and may be at free Liberty to give, deviſe, and diſpoſe of the ſaid Sum of 500 *l.* otherwiſe intended for the ſaid *J. B.* to ſuch Child or Children of him the ſaid *A. B.* or any other Perſon or Perſons, as he ſhall think fit, any thing herein contained to the contrary notwithſtanding. *And* the ſaid *J. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *A. B.* his Executors, *&c.* that if the ſaid *A. B.* ſhall die in the Life-time of the ſaid *J. B.* and the ſaid Eſtate of, *&c.* aforeſaid, ſhall thereby or thereupon deſcend to him the ſaid *J. B.* that then the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will acquit, releaſe and diſcharge the Executors and Adminiſtrators

ſtrators of the ſaid *A. B.* of and from the Payment of the ſaid Sum of 500*l.* abovementioned, and all Demands, Reckonings and Accounts therefore and thereto relating. *In Witneſs*, &c.

A Grant of an Annuity in Fee, (after the Deceaſe of the Grantor and his Wife) made to four Truſtees, for the Uſe and Benefit of ſeveral poor Perſons; with Proviſo, That the Truſtees, on the Deaths of two of them, ſhall grant and aſſign over the Annuity to four others, &c.

THIS *Indenture* made, &c. *Between T. C.* of, &c. of the one Part; and *R. H.* of, &c. *R. W.* of, &c. *E. F.* of, &c. and *D. E.* of, &c. of the other Part; *Witneſſeth*, That the ſaid *T. C.* for and in Conſideration of, &c. *Hath* given, granted and confirmed, and by theſe Preſents doth fully, freely and abſolutely give, &c. unto the ſaid *R. H. R. W. E. F.* and *D. E.* their Heirs and Aſſigns for ever, one Annuity or yearly Rent-charge of 20*l.* of, &c. to be iſſuing, going, taken and payable out of *All* that Meſſuage, &c. All which ſaid Premiſſes are ſituate, lying and being in, &c. *To have and to hold*, receive, perceive, take and enjoy the ſaid Annuity of 20*l.* of, &c. unto the ſaid *R. H. R. W.* &c. their Heirs and Aſſigns for ever, payable and to be paid in and upon the Feaſts of, &c. by even and equal Portions; the firſt Payment thereof to begin and to be made in and upon the firſt of the ſaid Feaſts, which ſhall next happen after the Deceaſes of them the ſaid *T. C.* and *S.* his Wife. *And* if it ſhall happen the ſaid

Annuity

Annuity or yearly Rent-charge, or any Part thereof, to be behind and unpaid, in part or in all, by the Space of ten Days next after either of the ſaid Feaſt-Days or Times of Payment thereof, in which the ſame ſhould, or of Right ought to be paid as aforeſaid; that then and ſo often, and from Time to Time from thenceforth, it ſhall and may be lawful to and for the ſaid *R. H. R. W. &c.* and every of them, their and every of their Heirs and Aſſigns, into the ſaid Meſſuage, Tenements, Lands, Hereditaments and Premiſſes above-mentioned, or into any Part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes to lead, drive, carry away and impound, and in Pound to detain, until they and every of them of the ſaid Annuity and yearly Rent-charge, and of the Arrearages thereof, and of every Part thereof, if any ſhall happen to be, ſhall be fully ſatisfied, contented and paid. *And* the ſaid *T. C.* for himſelf, his Heirs and Aſſigns, and for every of them, doth covenant and grant to and with the ſaid *R. H. R. W. &c.* their Heirs and Aſſigns, and to and with every of them by theſe Preſents, That the ſaid Meſſuage, *&c.* and every Part or Parcel thereof, with the Appurtenances, ſhall and may from Time to Time, and at all Times, from and after the Deceaſe of the Survivor of them the ſaid *T. C.* and *S.* his Wife, for ever thence-after be liable, overt and ſufficient to and for the Diſtreſs and Diſtreſſes of the ſaid *R. H. &c.* their Heirs and Aſſigns, to and for the ſatisfying of the ſaid Annuity or yearly Rent-charge above-mentioned, according to the Purport and true Intent and Meaning of

theſe

theſe Preſents. *And* that the Heirs and Aſſigns of the ſaid *T. C.* and every of them ſhall and will yearly and every Year from and immediately after the Deceaſe of the Survivor of them the ſaid *T. C.* and *S.* his Wife, for ever thence after well and truly pay, or cauſe to be paid, to the ſaid *R. H. R. W. &c.* their Heirs and Aſſigns, the ſaid Annuity or Rent-charge above-mentioned at the Days and Times of Payment thereof aforeſaid for that Purpoſe above expreſſed, according to the true Intent and Meaning of theſe Preſents. *Provided* always, and it is hereby covenanted, granted, and agreed upon, by and between the ſaid Parties to theſe Preſents, their Heirs and Aſſigns, That the ſaid Annuity or yearly Rent-charge from and after the Deceaſes of them the ſaid *T. C* and *S.* his Wife, yearly for ever thenceafter, ſhall be paid by the ſaid *R. H. R. W. &c.* their Heirs and Aſſigns, to ſuch and ſo many poor People as ſhall from Time to Time be inhabiting in, *&c.* aforeſaid, and which ſhall want Releif and Maintenance, and ſhall be chargeable to the ſaid Pariſh of, *&c.* in and upon the Feaſts of, *&c.* or within twelve Days next after either of the ſaid Feaſts in ſuch Manner as the ſaid *R. H. R. W. &c.* or the greater Number of them ſhall think fit. *Provided* alſo, and it is further covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents, their Heirs and Aſſigns, that the two Survivors of them the ſaid *R. H. R. W. &c.* ſhall and will within three Months next after the Deceaſes of the two firſt of them the ſaid *R. H. &c.* grant and aſſign over the ſaid Annuity or yearly Rent-charge, with Power of Diſtreſſes

ſtreſſes therefore as aforeſaid, to four others of the chiefeſt and ableſt Perſons of the Pariſh of, &c. their Heirs and Aſſigns; and after the Deceaſes of any two of them, then the two ſaid ſurviving Perſons ſhall and will grant and aſſign over the ſaid Annuity or yearly Rent-charge, with Diſtreſſes therefore as aforeſaid to four others, to the chiefeſt and ableſt Perſons that ſhall be inhabiting in, &c. aforeſaid: And ſo from Time to Time, for ever hereafter, the like Grants and Aſſignments ſhall be made of the ſaid Annuity or yearly Rent-charge and Diſtreſſes therefore as aforeſaid; to the End and Purpoſe that the ſaid Annuity or yearly Rent-charge may be the better diſpoſed of for the Purpoſes aforeſaid. *In Witneſs*, &c.

A Grant and Confirmation of an Advowſon, to a Perſon and his Heirs.

THIS *Indenture* made, &c. *Between W. S.* of, &c. of the one Part, and *J. W.* of, &c. of the other Part; *Witneſſeth*, That the ſaid *W. S.* for and in Conſideration of, &c. to him in Hand paid by the ſaid *J. W.* the Receipt whereof he doth hereby confeſs and acknowledge; and for divers others good Cauſes and Conſiderations him thereunto moving, *hath* granted, bargained and ſold, aliened, remiſed, releaſed and confirmed, and by theſe Preſents doth grant, &c. unto the ſaid *J. W.* *All* that the Advowſon, Nomination, Preſentation and Right of Patronage of the Pariſh Church of, &c. with all and ſingular its Rights, Members and Appurtenances: And alſo the Reverſion and Reverſions, &c. of the ſaid Advowſon,

Advowſon, Nomination, Preſentation and Right of Patronage of the ſaid Church; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *W. S.* of, in and to the ſaid Advowſon and Premiſſes, and alſo all Deeds, *&c.* together with true Copies of all other Deeds, *&c.* *To have and to hold* all and ſingular the ſaid Advowſon and Premiſſes, and every Part thereof, unto the ſaid *J. W.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *J. W.* his Heirs and Aſſigns for ever. *And* the ſaid *W. S.* for him and his Heirs, all and ſingular the ſaid Advowſon and Premiſſes, and every Part thereof againſt him and his Heirs, and againſt all and every other Perſon and Perſons whatſoever, unto the ſaid *J. W.* his Heirs and Aſſigns, ſhall and will warrant and for ever defend by theſe Preſents. *And* the ſaid *W. S.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *J. W.* his Heirs and Aſſigns, that he the ſaid *W. S.* now is the true, rightful and lawful Owner of the ſaid Advowſon and Premiſſes, and every Part thereof. *And alſo*, that he the ſaid *W. S.* is rightfully and lawfully ſeized of the ſaid Advowſon and Premiſſes, and every Part thereof, as of Fee, without any Manner of Condition, Mortgage, or any other Limitation, of any Manner of Uſe or Uſes, to alter, change, charge or determine the ſame; and without any Reverſion or Remainder thereof, or of any Part thereof, being in our Sovereign Lord the King, his Heirs or Succeſſors. *And alſo*, That he the ſaid *W. S.* hath good Right, full Power, and lawful Authority in his own Right, to grant and convey

the ſaid Advowſon and Premiſſes, with the Appurtenances, unto the ſaid *J. W.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That the ſaid *J. W.* his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Advowſon and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *W. S.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever. *And* that freed and diſcharged, *&c. And further*, That he the ſaid *W. S.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Advowſon and Premiſſes, or any Part thereof, ſhall and will from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid *J. W.* his Heirs and Aſſigns, make, do and execute, or cauſe or procure to be made, *&c. All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting and aſſuring of the ſaid Advowſon, and all and ſingular other the Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *J. W.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *J. W.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents, as by the ſaid *J. W.* his Heirs or Aſſigns, or his or their Counſel Learned in the Law ſhall be reaſonably deviſed or adviſed and required. *In Witneſs*, &c.

A Grant

A Grant and Aſſignment of Chambers, &c. *in* Lincolns-Inn.

THIS Indenture made, *&c. Between A. B.* of, *&c.* Eſq; of the one Part, and *J. D.* of, *&c.* Eſq; of the other Part. *Whereas* in and by a certain Order made and dated at *Lincolns-Inn* on the Day, *&c.* which was in the Year, *&c.* The Benchers of the ſaid Society, (according to the uſual Cuſtom) did Order that the ſaid *A. B.* ſhould have a Leaſe of *All* that Chamber up two Pair of Stairs, Number, *&c.* belonging to *Lincolns-Inn* aforeſaid, for and during the Term of 21 Years to commence at, *&c.* under the yearly Rent of, *&c.* as by the ſaid recited Order may more fully appear. *And whereas* in Purſuance of the ſaid Order, a Leaſe of the ſaid Chamber hath been ſince made and granted by the ſaid Benchers of the ſaid Society of *Lincolns-Inn* to the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, for the ſaid Term of 21 Years above-mentioned: *Now this Indenture witneſſeth* that the ſaid *A. B.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *J. D.* the Receipt wherof he doth hereby acknowledge, hath granted, bargained, aſſigned and ſet over, and by theſe Preſents doth Grant, Bargain, *&c.* to the ſaid *J. D.* his Executors Adminiſtrators and Aſſigns, *All* that the Chamber above-mentioned with the Appurtenances and alſo the Goods, *&c.* and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *A. B.* of, in and to the ſame, or any Part thereof, *To have and to hold* the ſaid Chamber, with all and ſingular its

Appurtenances, to the ſaid *J. D.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue of the ſaid *A. B.*'s Term of 21 Years therein to come and unexpired, and to have and to hold the Goods, *&c.* aforeſaid therein being to the ſaid *J. D.* his Executors Adminiſtrators and Aſſigns, to his and their own proper Uſe and Uſes for ever. *And* the ſaid *A. B.* doth by theſe Preſents, for himſelf his Executors and Adminiſtrators, Covenant and Grant to and with the ſaid *J. B.* his Executors Adminiſtrators and Aſſigns, that he the ſaid *A. B.* hath good Right and lawful Authority to Grant and Aſſign the ſaid Chamber, Goods and Premiſſes above-mentioned, in Manner and Form aforeſaid; *And* that the ſame are free and clear of and from all former Gifts, Grants, Aſſignments, Incumbrances, Arrears of Rent, and other Duties payable to the ſaid Society of *Lincolns-Inn*, or any the Officers or Miniſters thereof, or otherwiſe howſoever: *And alſo* that he the ſaid *J. D.* his Executors, *&c.* ſhall and may, at all Times hereafter during the Reſidue now to come and unexpired of the ſaid Term of 21 Years, peaceably and quietly have, hold and enjoy the ſaid Chamber and Premiſſes above-mentioned, without any Let, Suit, Trouble or Moleſtation of or by the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or any claiming under him or them. *And further*, that he the ſaid *A. B.* his Executors and Adminiſtrators, ſhall and will within five Years next coming, at the reaſonable Requeſt and at the Coſts and Charges of the ſaid *J. D.* make, do and Execute ſuch further Acts and Aſſurances in the Law, for the better aſ-

ſigning of the ſaid Chamber and Premiſſes to the ſaid *J. D.* as by him the ſaid *J. D.* or his Counſel ſhall be adviſed or required. *In Witneſs*, &c.

A Grant and Aſſignment of the Moiety of a Patent, for the ſole Benefit of a new Invention.

THIS *Indenture* made, *&c. Between L. B.* of, *&c.* of the one Part, and *D. M.* of, *&c.* of the other Part. *Whereas* the ſaid *L. B.* hath by his long Study, Application and Experience invented, *&c.* never before known, or uſed in this Kingdom; *And whereas* by Letters Patent bearing Date, *&c.* his preſent Majeſty King *George* hath given and granted unto the ſaid *L. B.* his Executors, Adminiſtrators and Aſſigns, and his and their Deputy or Deputies, Servants and Agents, ſpecial Licenſe, full Power and Authority to Uſe, Exerciſe and Enjoy the ſaid Invention of, *&c.* which he the ſaid *L. B.* hath found out and attained as aforeſaid, within any Place or Places whatſoever, in or belonging to the Kingdom of *England*, in ſuch Manner, and according to ſuch Limitations as he the ſaid *L. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall think fit and convenient; and that he the ſaid *L. B.* his Executors, *&c.* ſhall and may have and Enjoy the ſole Benefit, Profit and Advantage, from Time to Time coming, growing and ariſing, by Reaſon or Means of the ſaid Invention, during the Term of 14 Years, from the Date of the ſaid Letters Patent; *With* a Prohibition to all Perſons whatſoever, other than the ſaid *L. B.* his Executors, Adminiſtrators, Agents or Aſſigns, to

uſe or make the ſaid Invention, or any thing thereto belonging, as in and by the ſaid Letters Patent, Inrolled in his Majeſty's High Court of Chancery, more fully may appear. *Now this Indenture witneſſeth*, That the ſaid *L. B.* for and in Conſideration of the Sum of 500 *l.* of, *&c.* to him in Hand paid by the ſaid *D. M.* the Receipt whereof is hereby acknowledg'd, and alſo in Conſideration that the Letters Patent above-mentioned were had and obtained at the Coſt and Charge of the ſaid *D. M.* He the ſaid *L. B. Hath* granted, aſſigned and ſet over, and by theſe Preſents doth Grant, Aſſign, *&c.* unto the ſaid *D. M.* his Executors and Adminiſtrators, one Moiety, or half Part of all the Right, Title, Intereſt, Benefit and Advantage, of him the ſaid *L. B.* of and in the new Invention of, *&c.* aforeſaid, granted and ſecured by the aforeſaid Patent, *To hold* and enjoy the ſame in as ample Manner, to all Intents and Purpoſes as he the ſaid *L. B.* by Virtue of the ſaid Letters Patent, may or might have, hold, and enjoy the ſame if this preſent Aſſignment had not been made, for and during all the ſaid Term of 14 Years, mentioned in the ſaid Letters Patent. *And* the ſaid *L. B.* doth by theſe Preſents, Conſtitute and Appoint the ſaid *D. M.* his Aſſignee, Deputy and Grantee, of and for one Moiety of the ſaid Invention, and the Profits thereof, (according to the Power given to the ſaid *L. B.* and his Right to the ſame, in and by the aforeſaid Letters Patent): *And* the ſaid *L. B.* doth Covenant and Grant to and with the ſaid *D. M.* that he the ſaid *L. B.* and the ſaid *D. M.* ſhall by Virtue of theſe Preſents become joint Partners in executing and uſing the ſaid

Invention, and the Powers given by the Patent aforeſaid, for and during the Term aforeſaid; and that he the ſaid *D. M.* ſhall have, take and receive, one half Part or Share of the clear Profit and Advantage, that may or ſhall be made, for or by reaſon or means of the new Invention of, *&c.* above-mentioned; and the ſaid *L. B.* have, take and receive the other half Part or Share thereof, to his and their own proper Uſe and Benefit. *And alſo* the ſaid *L. B.* doth for himſelf, his Executors and Adminiſtrators, Covenant and Grant to and with the ſaid *D. M.* his Executors, *&c.* that he the ſaid *L. B.* his Executors and Adminiſtrators, ſhall and will upon every reaſonable Requeſt of the ſaid *D. M.* his, *&c.* make, do and Execute, or cauſe or procure to be made, done and executed, all and every other Act and Acts, Thing and Things whatſoever, for the better aſſigning of the Moiety of the Intereſt of and in the Patent and Premiſſes above-mentioned, to the ſaid *D. M.* his Executors, Adminiſtrators and Aſſigns, as he the ſaid *D. M.* his, *&c.* ſhall adviſe and require. *And laſtly*, it is mutually covenanted and agreed, by and between the ſaid Parties to theſe Preſents, that neither of them the ſaid *L. B.* or *D. M.* ſhall or will, without the Conſent of the other firſt had and obtained, appoint any Perſon or Perſons to be his or their Agents or Servants, for managing and carrying on the Work and Invention aforeſaid; and that neither of them the ſaid Parties to theſe Preſents, their Executors or Adminiſtrators, ſhall or will Aſſign over their reſpective Rights and Intereſts in the ſaid Patent and Invention, or any Part thereof, to any

Perſon or Perſons whatſoever, without firſt offering the ſame to the other of the ſaid Parties, and a Refuſal of that Party to whom the Tender is made, to give the Party deſiring to Diſpoſe of his Part, as great Conſideration as any other Perſon ſhall really and *bona fide* offer for the ſame, *In Witneſs*, &c.

Note; If the whole Patent be aſſign'd, the Grant muſt be of the Letters Patent, and the Licence, Powers, Privileges and Authorities therein contained, for exerciſing and enjoying the new Invention, *&c.* and the Aſſignor is to Covenant with the Aſſignee, that he hath not, nor ſhall or will, at any Time hereafter during the Term, diſcover the Secret, Art, Uſe or Exerciſe of the ſaid Invention to any Perſon or Perſons; nor make any new Invention, Engine or Inſtrument, or do any other act which may diminiſh or leſſen the Benefit and Profit of the ſaid Invention; or that may obſtruct or hinder the Aſſignee in enjoying the ſole Exerciſe of the Invention, and the Benefit thereof; and alſo Covenant that the Aſſignee ſhall peaceably Enjoy the ſame, free from Incumbrances; and to make farther Aſſurance, *&c.* to draw a *Mortgage* of the Patent, make a Grant and Aſſignment thereof, in Conſideration of the Sum paid, with Proviſo that on Repayment with Intereſt, the ſame to be void; and Covenant to pay the Money, after Default the Mortgagee to take the Profits, the Mortgagor to make further Aſſurance, *&c.* and 'till Default, the Mortgagor to Enjoy.

A Grant

A Grant and Aſſignment of a Leaſe of Lands given by Will, on Condition to pay an Annuity, (forfeited on Non-payment of the ſaid Annuity) made to him next in Reverſion.

THIS *Indenture* made, &c. *Between T. B.* of, &c. and *S.* his Wife, one of the Daughters of *W. T.* late of, &c. deceaſed, of the one Part, and *J. N.* of, &c. of the other Part: *Whereas T. N.* heretofore of, &c. by his Indenture of Leaſe bearing Date, &c. did for the Conſideration therein mentioned, demiſe, grant, and to Farm let, unto the ſaid *W. T. All* that Meſſuage or Tenement, &c. ſituate, &c. *To hold* unto the ſaid *W. T.* his Executors, Adminiſtrators and Aſſigns, for the Term of 99 Years, if *M. S.* of, &c. *T. T.* Son of the ſaid *W. T.* and *A.* the then Wife of the ſaid *T. N.* or any or either of them ſhould ſo long live, *At* and under the yearly Rent of, &c. payable on certain Days and Times in the ſaid Indenture of Leaſe mentioned, with a Clauſe of Re-entry on Non-payment of the Rent, as in and by the ſaid recited Indenture of Leaſe may more fully and at large appear. *And whereas* the ſaid *M. S.* and *A. N.* are now long ſince dead, and the ſaid *T. T.* is only living: *And whereas* the ſaid *W. T.* by his laſt Will and Teſtament in Writing bearing Date, &c. (amongſt other Gifts and Deviſes therein contained) did give and bequeath unto the ſaid *T. T. All* that the ſaid Meſſuage or Tenement and Premiſſes above-recited, for and during the Remainder of his Term and Intereſt therein, together with the ſaid recited Indenture of Leaſe, upon Condition, that he did

and ſhould pay, or cauſe to be paid unto the ſaid *S. B.* the yearly Sum of 10 *l. per Annum*, during the Continuance of the ſaid Leaſe; and that if he ſhould refuſe to do the ſame, then and in that Caſe the ſaid *W. T.* gave unto her the ſaid *S. B.* the ſaid Meſſuage and Premiſſes for the Remainder of the ſaid Term, and of his ſaid Will made and conſtituted *C.* the then Wife of the ſaid *W. T.* Executrix, and ſhortly after died. *And whereas* the ſaid *C.* him ſurvived, and duly proved the ſaid Will, as by the Probate of the ſame Will appeareth; *And whereas* the ſaid *T. T.* made Default in Payment of the ſaid 10 *l. per Annum*, to the ſaid *S.* by Reaſon whereof the ſaid *S.* and the ſaid *T. B.* her Husband became intereſſed in and entitled unto the ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances, for and during all the reſt and Reſidue of the ſaid Term of 99 Years therein to come and unexpired; *And whereas* the Reverſion in Fee of the ſaid Premiſſes, is now by lawful Means come and deſcended unto and veſted in the ſaid *J. N. Now this Indenture witneſſeth*, That the ſaid *T. B.* and *S.* his Wife, for and in Conſideration of the Sum of, *&c.* to them or one of them, before the Sealing and Delivery of theſe Preſents by the ſaid *J. N.* well and truly paid, the Receipt whereof they the ſaid *T. B.* and *S. B.* do hereby confeſs and acknowledge, *Have* granted, bargained, ſold, releaſed, aſſigned and ſet over, and by theſe Preſents do grant, *&c.* as well the recited Indenture of Leaſe, as alſo all and ſingular the ſaid Meſſuage or Tenement and Premiſſes above recited, with the Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term

of

of Years yet to come and unexpired, Claim and Demand whatſoever of them the ſaid *T. B.* and *S.* his Wife, and either of them, of, in and to the ſaid Meſſuage and Premiſſes, and of, in and to every Part and Parcel thereof, by Virtue of the ſaid recited Indenture of Leaſe, and the ſaid laſt Will and Teſtament of the ſaid *W. T.* or by any other Ways or Means whatſoever: *To have and to hold* the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, and every Part and Parcel thereof, with their Appurtenances, unto the ſaid *J. N.* his Heirs and Aſſigns for ever. *And* the ſaid *T. B.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *J. N.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents, That he the ſaid *J. N.* his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter, during the Reſidue of the ſaid Term of 99 Years, determinable as aforeſaid, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, without any the Let, Suit, Trouble, Moleſtation, Eviction, Ejection or Denial of him the ſaid *T. B.* or the ſaid *S.* his Wife, or any other Perſon or Perſons, claiming by, from or under him, them, or any or either of them. *In Witneſs*, &c.

A ſpecial

A ſpecial Grant or Feoffment of a Manor, from a Father and Son, with Variety of Covenants.

THIS Indenture made, *&c. Between R. B.* the Elder, of, *&c. R. B.* the younger (Son and Heir Apparent of the ſaid *R. B.* the elder) of, *&c.* and *M.* his Wife of the one Part, and *S. A.* of, *&c.* of the other Part; *Witneſſeth*, That the ſaid *R. B.* the elder *R. B.* the younger, and *M.* his Wife, for and in Conſideration of the Sum of, *&c.* to them the ſaid *R. B.* the elder, and *R. B.* the younger, or one of them, in Hand paid by the *S. A.* the Receipt whereof they the ſaid *R. B.* the elder, and *R. B.* the younger do hereby acknowledge, they the ſaid *R. B.* the elder, *R. B.* the younger, and *M. B. Have* granted, bargained and ſold, alienated, enfeoffed and confirmed, and by theſe Preſents do, and every and either of them doth grant, *&c.* unto the ſaid *S. A.* his Heirs and Aſſigns for ever, *All* that the Manor and Capital Meſſuage, or Dwelling-houſe of, *&c.* and all Houſes, *&c.* Royalties, *&c.* and the Reverſion, *&c.* and alſo all the Eſtate, *&c. To have and to hold* the ſaid Capital Meſſuage, Manor, Hereditaments, and all and ſingular the Premiſſes hereby granted and conveyed, or mentioned, or intended to be granted and conveyed, with their and every of their Appurtenances, unto the ſaid *S. A.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *S. A.* his Heirs and Aſſigns for ever. *And* the ſaid *R. B.* the elder, and his Heirs, the ſaid Capital Meſſuage, Manor, Hereditaments and Premiſſes, with their and every

every of their Appurtenances, unto the ſaid *S. A.* his Heirs and Aſſigns, in Manner and Form aforeſaid, againſt him the ſaid *R. B.* the elder, his Heirs and Aſſigns, and againſt all and every Perſon and Perſons, lawfully claiming or to claim, from, by or under him, them or any of them (except as is herein after excepted) ſhall and will warrant and for ever defend by theſe Premiſſes. *And* the ſaid *R. B.* the younger, and his Heirs, the ſaid Capital Meſſuage, Manor, Hereditaments and Premiſſes above-mentioned, with their and every of their Appurtenances, unto the ſaid *S. A.* his Heirs and Aſſigns, againſt him the ſaid *R. B.* the younger, his Heirs and Aſſigns, and againſt the ſaid *M.* his Wife, and all and every Perſon and Perſons lawfully claiming or to claim from, by or under him, them or any, or either of them, ſhall and will warrant and for ever defend by theſe Preſents. *And* the ſaid *R. B.* the elder, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *S. A.* his Heirs and Aſſigns, that the ſaid Capital Meſſuage, Manor, Hereditaments and Premiſſes above-mentioned, and every Part thereof, ſhall from henceforth for ever hereafter remain, continue and be unto the ſaid *S. A.* his Heirs and Aſſigns, free and clear, and freely and clearly acquited and diſcharged, or otherwiſe by him the ſaid *R. B.* the elder, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved and kept harmleſs and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Mortgages, Leaſes, Eſtates, Statutes, Judgments, Executions, and of and from all other Charges, Rights, Titles, Troubles and Incumbrances what-

whatſoever, had, made, committed, done or ſuffered, or to be had, &c. by the ſaid *R. B.* the elder, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim, by, from or under him, them, or any or either of them; *Except* one Indenture bearing Date, &c. made and granted by him the ſaid *R. B.* the elder to, &c. by Way of Mortgage for ſecuring 2000 *l.* and Intereſt, and alſo one other Indenture bearing Date, &c. purporting a Feoffment of the Inheritance of the ſaid Capital Meſſuage, Manor and Premiſſes from the ſaid *R. B.* the elder, to the ſaid *R. B.* the younger. *And* the ſaid *R. B.* the younger for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *S. A.* his Heirs and Aſſigns, by theſe Preſents, That for and notwithſtanding any Act, Matter or Thing whatſoever, had, made, committed, done or ſuffered by him the ſaid *R. B.* the younger to the contrary, they the ſaid *R. B.* the elder, and *R. B.* the younger, or one of them, now are and ſtand, or one of them is and ſtandeth lawfully and rightfully ſeized of and in the ſaid Capital Meſſuage, Manor, Hereditaments and Premiſſes above-mentioned, and of every Part or Parcel thereof, with their and every of their Appurtenances, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-Simple, without any Manner of Condition, Limitation of Uſe and Uſes, or other Matter, Cauſe or Thing whatſoever, to alter, change, charge or determine the ſame. *And* that for and notwithſtanding any ſuch Act, Matter or Thing aforeſaid, they the ſaid *R. B.* the elder, and *R. B.* the younger, have, or one of them hath good Right, full

full Power, and lawful Authority, to grant, bargain, ſell and convey the ſaid Capital Meſſuage, Manor, Hereditaments and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *S. A.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *S. A.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents. *And alſo*, that he the ſaid *S. A.* his Heirs and Aſſign, ſhall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Capital Meſſuage, Manor, Hereditaments and Premiſſes, and every Part or Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *R. B.* the younger, his Heirs or Aſſigns, and of all and every other Perſon or Perſons whatſoever: *And* that freed and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs and indemnified of, and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid *R. B.* the younger, or any other Perſon or Perſons whatſoever, claiming or to claim, by, from or under him, them, or any or either of them; *Except* the Eſtates and Intereſts, in

the

the Schedule hereunto annexed mentioned. *And further* the ſaid R. B. the younger for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid S. A. his Heirs and Aſſigns, that he the ſaid R. B. the younger, and M. his Wife, and their Heirs, and all and every other Perſon or Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Capital Meſſuage, Manor and Premiſſes above-mentioned, or any Part or Parcel thereof, by, from or under him, them, or any or either of them, ſhall and will at any Time hereafter, during the Space of ſeven Years next enſuing the Date hereof, upon the reaſonable Requeſt, and at the Coſts and Charges of him the ſaid S. A. his Heirs and Aſſigns, make, do, acknowledge, execute and ſuffer, or cauſe or procure to be made, done, *&c.* *All* and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyance and Conveyances, Aſſurance and Aſſurances in the Law whatſoever, for the further, better and more perfect granting, conveying and aſſuring of all and ſingular the ſaid Capital Meſſuage, Manor and Premiſſes above-mentioned, unto the ſaid S. A his Heirs and Aſſigns for ever, *Be* it by Fine or Fines, Recovery or Recoveries, Deed or Deeds, inrolled or not inrolled, Releaſe or Confirmation, or otherwiſe howſoever, as by the ſaid S. A. his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, and adviſed and required, ſo as for the making and perfecting of ſuch further Aſſurance and Aſſurances, the Parties thereunto be not compelled or compellable to Travel

vel, from the Place or Places of his or their reſpective Aboad: *All* which further Aſſurance and Aſſurances, Conveyance and Conveyances, ſo or in any other Manner to be had, made, executed and ſuffered of the ſaid Premiſſes, ſhall be and enure, and ſhall be adjudged, eſteemed and taken to be and enure, and are hereby declared to be and enure, to the only proper Uſe and Behoof of the ſaid S. A. his Heirs and Aſſigns for ever; and to and for no other Uſe, Intent or purpoſe whatſoever. *And laſtly*, the ſaid R. B. the elder, R. B. the younger, and M. his Wife, have, and either of them hath conſtituted and appointed, and by theſe Preſents do, and either of them doth conſtitute and appoint, and in their Stead and Place, put T. N. of, *&c.* and J. L. of, *&c.* their true and lawful Attornies, jointly and ſeverally for them, and in their Names, into the ſaid Capital Meſſuage, Manor and Premiſſes above-mentioned, or into ſome Part thereof, in the Name of the Whole to enter, and Poſſeſſion and Seizin thereof, or of ſome Part thereof, in the Name of the Whole, for them and in their Names to take, and after ſuch Poſſeſſion and Seizin thereof ſo had and taken, the ſame to deliver over unto the ſaid S. A. or to his certain Attorney in that behalf lawfully authorized, *To hold* unto the ſaid S. A. his Heirs and Aſſigns, according to the Purport, true Intent and Meaning of theſe Preſents; hereby ratifying, confirming and allowing all and whatſoever their ſaid Attornies jointly, or either of them ſeverally, ſhall do in the Premiſſes. *In Witneſs*, &c.

Special

Special Releaſes, &c.

A Releaſe of an Annuity given by Will.

THIS *Indenture* made, &c. *Between* S. W. of, &c. of the one Part, and Dame A. E. of, &c. Widow, Relict and Executrix of the laſt Will and Teſtament of Sir T. E. late of, &c. Bart. deceaſed, of the other Part: *Whereas* the ſaid Sir T. E. in and by his laſt Will and Teſtament in writing bearing Date, &c. did give unto the ſaid S. W. one Annuity or yearly Rent-charge of 30 *l. per Annum*, for and during the Term of his natural Life, and by his ſaid Will did alſo give and deviſe all his real Eſtate whatſoever, unto the ſaid Dame A. E. whom he made ſole Executrix thereof, as may appear. *Now this Indenture witneſſeth*, that the ſaid S. W. for and in Conſideration that the ſaid A. E. hath by Indenture, dated the Day before the Day hereof, granted to the ſaid S. W. during his Life, one Annuity or yearly Rent-charge of 30 *l. per Annum*, to be iſſuing and payable out of ſeveral Meſſuages, Lands, Tenements and Hereditaments in, &c. being her own Inheritance, with Power and Liberty for him and his Aſſigns to enter and diſtrain for Non-payment thereof; and in Conſideration alſo of the Sum of 5 *s.* of, &c. to him the ſaid S. W. in Hand paid by the ſaid Dame A. E. the Receipt whereof the ſaid S. W. doth confeſs and acknowledge, he the ſaid S. W. *Hath* remiſed and releaſed, and by theſe Preſents doth for himſelf, his Executors, Adminiſtrators and Aſſigns, fully, freely and abſolutely remiſe and releaſe unto

unto the ſaid Dame A. E. her Heirs and Aſſigns, the ſaid Annuity or yearly Sum of 30 *l.* ſo to him given and deviſed as aforeſaid, in and by the ſaid Will of the ſaid Sir T. E. and alſo all the Right, Title, Intereſt, Claim and Demand whatſoever, both in Law or Equity of him the ſaid S. W. in and to the ſame Annuity, and to every Part thereof. *And* the ſaid S. W. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid Dame A. E. her Heirs or Aſſigns, that he the ſaid S. W. hath not at any Time before the Execution of theſe Preſents aſſigned, made over, or any Ways incumbred the ſaid Annuity, hereby releaſed and diſcharged, or any Part thereof. *In Witneſs*, &c.

A Releaſe from the Widow of a Man dying inteſtate of all her Right and Intereſt in the Inteſtate's Perſonal Eſtate made to the Adminiſtrator, in Conſideration of a Leaſe of a Houſe, and Grant of Goods, &c.

KNOW *all* Men by theſe Preſents, That I M. J. Widow and Relict of I. J. late of, *&c.* Eſq; deceaſed, for and in Conſideration of a Leaſe and Grant of the dwelling Houſe, *&c.* whereof the ſaid I. J. died poſſeſſed; and of a Bargain and Sale of all the Goods that were remaining in the ſaid Houſe at the Time of his ſaid Death, agreed to be made to me the ſaid M. J. by A. J. Adminiſtrator of all the Goods, Chattels and Perſonal Eſtate of the ſaid I. J. my late Husband, in and by two ſeveral Indentures bearing Date, *&c.* and for divers other good Cauſes and Conſiderations me the ſaid M. J. thereunto eſpecially moving,

Have remiſed, releaſed and quit-claimed, and by theſe Preſents do for me, my Executors and Adminiſtrators, remiſe, releaſe and for ever quit-claim unto the ſaid A. J. all my Right, Title, Intereſt, Share, Dividend or Proportion, which I now have, or ſhall or may hereafter claim or challenge of, in or out of all or any of the Perſonal Eſtate of the ſaid I. J. either by Force or Virtue of the Statute for ſettling Inteſtates Eſtates, or by Force of any Cuſtom, or by any other Ways or Means whatſoever; and all Actions, Suits, Controverſies and Demands touching and concerning the ſame. *In Witneſs*, &c.

A Releaſe of Dower, with a Proviſo that it ſhall not extend to releaſe an Annuity, and a Houſe given to the Wife, during her Life, by the laſt Will and Teſtament of the Husband.

THIS *Indenture* made, *&c. Between H. M.* Relict and late Wife of *P. M.* the elder, late of, *&c.* of the one Part, and *P. M.* of, *&c.* of the other Part; *Witneſſeth*, That the ſaid *H. M.* in Purſuance and Part of Performance of the laſt Will and Teſtament of the ſaid *P. M.* the elder, her late Husband, deceaſed; and in Conſideration of 5 *s.* of, *&c.* to her in Hand paid by the ſaid *P. M.* the younger, the Receipt whereof the ſaid *H. M.* doth hereby confeſs and acknowledge, ſhe the ſaid *H. M. hath* remiſed, releaſed, and for ever quit-clamed, and by theſe Preſents doth remiſe, *&c.* unto the ſaid *P. M.* (in his actual Poſſeſſion and Seizin now being) and to his Heirs and Aſſigns for ever, *All* and all Manner of Dower, Right and Title of Dower, and all other Right, Eſtate, Title,

Title, Intereſt and Demand, which ſhe the ſaid *H. M.* by any Ways or Means whatſoever now hath, may, might or of Right ought to have or claim into and out of *All* and every or any the Meſſuages, Tenements, Lands and Hereditaments, late of the ſaid *P. M.* deceaſed; and alſo in, to and out of the Reverſion, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premiſſes abovementioned, and of every Part and Parcel thereof, with the Appurtenances; ſo that neither ſhe the ſaid *H. M.* nor any other Perſon or Perſons for her, or in her Name, or claiming by, from or under her, ſhall or will at any Time or Times hereafter, by any Ways or Means whatſoever, have, claim, challenge, demand or proſecute any Manner of Dower, Right, Title, Writ, or Action of Dower, or any other Eſtate, Right, Title or Intereſt, in, to or out of the ſaid Premiſſes, or any Part or Parcel thereof; but of and from all Dower, Right, Title, Writ and Action of Dower, and of and from all other Eſtate, Right, Title and Intereſt into and out of the ſaid Premiſſes, and every Part thereof, ſhe the ſaid *H. M.* and all claiming, by, from or under her, ſhall be utterly excluded and barred for ever by theſe Preſents. *Provided* always, and it is agreed between the ſaid Parties to theſe Preſents, that nothing herein contained ſhall extend, or be conſtrued, expounded or taken to extend to releaſe, impeach, or in any Manner diſcharge or prejudice one Annuity of 50 *l. per Annum*, given to the ſaid *H. M.* for her Life, in and by the laſt Will and Teſtament of the ſaid *P. M.* her late Husband, deceaſed, and charged on and iſſuing and payable out of the ſaid Pre-

miſſes; nor to releaſe, impeach or in any Manner diſcharge or prejudice the Power thereby given and granted of diſtraining for the ſaid Annuity, but the ſaid *H. M.* ſhall and may have, receive, take, ſue for and recover the ſame annually, by all Ways and Means whatſoever, as fully and freely to all Intents and Purpoſes whatſoever, as if theſe Preſents had not been made, any thing herein contained to the contrary notwithſtanding. *Provided* alſo, and it is agreed between the ſaid Parties to theſe Preſents, that nothing herein contained ſhall extend or be conſtrued, expounded or taken to extend to releaſe, impeach, or in any Manner diſcharge or prejudice ſuch Right and Title, which ſhe the ſaid *H. M.* hath or may claim in and to the Capital Meſſuage or Tenement at, *&c.* and the Garden and Orchard thereto belonging, by Virtue of the laſt Will and Teſtament of the ſaid *P. M.* But the ſaid *H. M.* ſhall and may hold and enjoy the ſame Meſſuage, Garden and Orchard for and during the Term of her natural Life, according to the Purport and true Meaning of the ſaid Will, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Releaſe of a Proviſo in a Mortgage to Truſtees, by Way of Indorſement, as a Security for a further Sum due to the Mortgagee for Intereſt, &c. *hereby made Principal Money.*

TO *all People* to whom theſe Preſents ſhall come, Greeting: *Whereas* the within named W. P. having failed in Payment not only of the Principal Money of 1000 *l.* ſecured

cured by the within written Indenture; but alſo of all Intereſt due for the ſame ever ſince the Date of the within written Indenture; and the ſaid W. P. ſtands alſo indebted to the within named J. P. in the further Sum of 50 *l.* more; ſo that upon an Account now made up between the ſaid W. P. and the within named J. P. of and concerning the Intereſt of the ſaid 1000 *l.* and alſo the ſaid 50 *l.* there remains juſtly due and owing from the ſaid W. P. to the ſaid J. P. the Sum of 190 *l.* And the ſaid W. P. having not Money to pay the ſame, hath requeſted the ſaid J. P. that the ſaid 190 *l.* may be added to the ſaid Sum of 1000 *l.* within ſecured and made Principal, whereto the ſaid J. P. hath conſented. *Know ye* therefore by theſe Preſents, that the ſaid W. P. in Conſideration thereof, and for the better ſecuring the Payment as well of the ſaid 190 *l.* as of the ſaid 1000 *l.* with Intereſt for both the ſaid Sums; and in Conſideration alſo of the further Sum of 5 *s.* of, *&c.* to him in Hand paid by the within named R. Y. R. H. and J. H. the Receipt whereof he doth hereby acknowledge, he the ſaid W. P. hath remiſed and releaſed, and by theſe Preſents doth remiſe, *&c.* unto the ſaid R. Y. R. H. and J. H. and their Heirs, the Proviſo or Condition in the within written Indenture contained, and all Benefit and Equity of Redemption, by Virtue or Colour thereof, or otherwiſe howſoever; and alſo all Covenants, Clauſes and Agreements in the ſaid Indenture contained, on the Part and Behalf of the ſaid R. Y. R. H. and J. H. to be obſerved and performed. *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid W. P. his

Heirs or Aſſigns, do and ſhall, well and truly pay or cauſe to be paid unto the ſaid R. Y. R. H. and J. H. their Executors, Adminiſtrators or Aſſigns, the full Sum of 1219 *l.* 15 *s.* of, *&c.* in and upon, *&c.* next coming to and for the only proper Uſe and Benefit of the ſaid J. P. and M. his Wife, according to the Purport and true Meaning of their Marriage-Articles in the within written Indenture mentioned, without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, that then and at any Time thenceafter, they the ſaid R. Y. R. H. and J. H. their Heirs and Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid W. P. his Heirs and Aſſigns, reconvey or otherwiſe transfer, all and ſingular the Premiſſes within mentioned, unto the ſaid W. P. his Heirs or Aſſigns, or to whom he or they ſhall direct or appoint, ſo as the Perſon or Perſons, who is or are to make ſuch Conveyance or other Aſſurance, by Force of theſe Preſents, be not compelled or compellable to travel or go, for the doing thereof from the Place or Places of his or their reſpective Habitation or Abode; nor to enter into any further or more general Covenants than againſt him and themſelves reſpectively, and his and their reſpective Acts, any Thing in this preſent Writing or in the Deed within written contained to the contrary notwithſtanding. *And* the ſaid W. P. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid R. Y. R. H. and J. H. their Executors, Adminiſtrators and Aſſigns, that he the ſaid W. P. his Heirs or Aſſigns, ſhall and will, well and truly pay or cauſe to be paid unto the ſaid R. Y. R. H. and J. H. their Exe-

cutors, Adminiſtrators or Aſſigns, the ſaid full Sum of 1219*l.* 15*s.* in and upon the ſaid Day of, &c. next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, that the ſaid R. Y. R. H. and J. H. their Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times after Default ſhall be made in Performance of the Proviſo or Condition above-mentioned, for ever thenceafter, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Premiſſes within mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid W. P. his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *In Witneſs*, &c.

A Releaſe of Lands held in Truſt, by Virtue of a Will, to the Uſes in the Will mentioned, which are, that the Lands ſhall be ſold for the Benefit of the Wife, and Children, &c.

THIS *Indenture* made, &c. *Between W.* Lord Biſhop of, &c. and *J. P.* of, &c. of the one Part, and *C. P.* of, &c. Widow and Relict of *H. P.* of, &c. deceaſed, of the other Part: *Whereas* the ſaid *H. P.* deceaſed, by his laſt Will and Teſtament, dated on or about, &c. did give and bequeath all that Meſſuage, &c. and all his Meſſuages, Lands, Tenements and Hereditaments whatſoever in, &c. with the Appurtenances unto the ſaid *W.* Lord Biſhop of, &c. by the Name of, &c. and the ſaid *J. P.* their Heirs and Aſſigns for ever: *Upon*

Truſt nevertheleſs, that the ſame ſhould be ſold as ſoon as conveniently might be, or in the mean Time mortgaged; and that the Money which ſhould be raiſed from the ſame, ſhould be applied to the Uſes following; (*viz.*) That they the ſaid *W.* Lord Biſhop of, *&c.* and *J. P.* ſhould pay unto the *C. P.* her Heirs or Aſſigns, during her Life, the yearly Sum of 50 *l.* in Lieu of her Jointure; and ſhould alſo maintain, educate and diſpoſe of to Trades, Employments, or otherwiſe, all his Children; and alſo ſhould pay and equally divide all the Reſt and Reſidue of his Eſtate amongſt all his Children, Share and Share alike, in Manner as therein is mentioned, as in and by the ſaid in Part recited Will (amongſt other Things therein contained) may more fully and at large appear. *Now this Indenture witneſſeth*, That the ſaid *W.* Lord Biſhop of, *&c.* and *J. P.* in Conſideration of the Sum of 5 *s.* of, *&c.* to them in Hand paid at and before the Enſealing and Delivery of theſe Preſents, by the ſaid *C. P.* well and truly paid, the Receipt whereof they the ſaid *W.* Lord Biſhop, and *J. P.* do hereby reſpectively acknowledge, and thereof do acquit and diſcharge the ſaid *C. P.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents; and for divers other good Cauſes and Conſiderations them the ſaid Lord Biſhop and *J. P.* hereunto more eſpecially moving, *have* and either of them hath granted, releaſed and confirmed, and by theſe Preſents do, and either of them doth grant, *&c.* unto the ſaid *C. P.* (in her actual Poſſeſſion, *&c.*) *All* and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, by the ſaid recited Will bequeathed unto

unto them the ſaid *W.* Lord Biſhop, and *J. P.* or either of them, and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every Part thereof; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of them the ſaid Lord Biſhop, and *J. P.* or either of them, of, in or to the hereby granted Premiſſes, or any Part thereof: *To have and to hold* the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular the hereby granted Premiſſes, with their and every of their Appurtenances unto the ſaid *C. P.* her Heirs and Aſſigns for ever. *In Truſt* nevertheleſs, and to and for the ſeveral Uſes, Intents and Purpoſes in the ſaid in Part recited Will, deviſed, bequeathed, limited and declared, and to and for no other Uſe, Intent or Purpoſe whatſoever. *And* the ſaid *W.* Lord Biſhop of, *&c.* doth by theſe Preſents, for himſelf, his Heirs, Executors and Adminiſtrators, covenant with the ſaid *C. P.* her Executors, Adminiſtrators and Aſſigns, that he the ſaid *W.* Lord Biſhop hath not made, done, committed or ſuffered, or cauſed or procured to be made, *&c.* any Act, Matter or Thing, whereby the Premiſſes, or any Part thereof, may be charged or incumbred, in Title, Charge, Eſtate, or otherwiſe howſoever. *And* the ſaid *J. P. &c.* [*The like Covenant from* J. P.] *In Witneſs*, &c.

A Releaſe

A Releaſe of Lands to Truſtees upon Truſt, to permit ſuch Perſons to enjoy the ſame, as the Releſſor ſhall by his Will order or appoint; (with the Clauſe in the Will aſcertaining the ſame) And a Proviſo, that the Releſſor on paying 6 d. *to the Truſtees, may make the Releaſe void.*

THIS *Indenture* made, *&c. Between A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* and *E. F.* of, *&c.* of the other Part; *Witneſſeth*, That for the better Performance of the laſt Will and Teſtament of the ſaid *A. B.* and for divers other good Cauſes and Conſiderations him thereunto moving, he the ſaid *A. B. hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, *&c.* unto the ſaid *C. D.* and *E. F.* (in their actual Poſſeſſion, *&c.*) and to their Heirs and Aſſigns, *All* that Meſſuage, *&c.* and alſo all Houſes, *&c.* and all Rents, *&c.* and the Reverſion and Reverſions, *&c. To have and to hold* the ſaid Meſſuage or Tenement and Premiſſes, and every Part and Parcel thereof, with the Appurtenances hereby granted and releaſed unto the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, to the only proper Uſe and Behoof of them the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns for ever: *Upon* ſpecial Truſt and Confidence that they the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, and the Survivors and Survivor of them ſhall and will diſpoſe of the ſaid Meſſuage or Tenement and Premiſſes, as he the ſaid *A. B.* by his laſt Will and Teſtament in Writing, ſhall give,

give, deviſe, limit or appoint the ſame, at the Requeſt, Coſts and Charges of ſuch Perſon or Perſons reſpectively, to whom the ſaid *A. B.* by his ſaid laſt Will and Teſtament, ſhall ſo give, deviſe, limit or appoint the ſame. *Provided* always, and upon this Condition nevertheleſs, that if the ſaid *A. B.* do and ſhall at any Time, during his Life, pay or tender unto the ſaid *C. D.* and *E. F.* or one of them, the Sum of Six Pence of, *&c.* with an Intent to make theſe Preſents void, that then and from thenceforth theſe Preſents, and every Grant, Matter, and Thing herein contained, ſhall ceaſe, determine, and be void, and of none Effect, to all Intents and Purpoſes whatſoever, any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

Whereas I have by Deed indented bearing Date, *&c.* conveyed and aſſured to *C. D.* and *E. F. &c.* and to their Heirs, *All* that Meſſuage, *&c.* upon ſpecial Truſt and Confidence to diſpoſe thereof, and to permit and ſuffer the ſame Meſſuage, and the Rents, Iſſues and Profits thereof, to be held and enjoyed by ſuch Perſon and Perſons, and for ſuch Eſtates, Terms and Intereſts, as I the ſaid *A. B.* by my laſt Will and Teſtament in Writing ſhould deviſe, limit or appoint the ſame. *Now* my Will and Meaning is, that my Wife *H.* ſhall hold and enjoy the ſaid Meſſuage or Tenement and Premiſſes for and during the Term of her natural Life; and from and after her Deceaſe I give and deviſe the Reverſion and Inheritance thereof to my Son *M.* and the Heirs of his Body lawfully to be begotten for ever; And for Want of ſuch Iſſue I give and deviſe the ſame

ſame to all my ſurviving Children, Sons and Daughters, and to their Heirs and Aſſigns for ever, equally between them, Share and Share alike, &c.

A Releaſe of Right and Title to Lands, from a younger Brother and Siſter to an elder Brother, and his Releaſe of Right and Title to Goods to them, made on a Diviſion of the Eſtate of the Father, in Conſideration of certain Sums of Money in Lieu of Portions; with a Covenant to diſcover other Lands, if they can find out any concealed, &c.

THIS *Indenture* made, &c. *Between J. J.* of, &c. and *A. M.* and *M. J.* of, &c. Brothers and Siſters of *T. J.* of, &c. of the one Part; and the ſaid *T. J.* Son and Heir of *T. J.* late of, &c. of the other Part. *Whereas* the ſaid *T. J.* in his Life-time, and at the Time of his Deceaſe, was ſeiſed in his Demeſne as of Fee, of and in *All* that Meſſuage, &c. and of and in divers other Lands, Tenements and Hereditaments within, &c. and of and in the Rents, Reverſions and Services of all and ſingular the ſaid Premiſſes: *And whereas* the ſaid *J. J. A. J.* and *M. J.* ſince the Death of the ſaid *T. J.* have claimed and pretended to have ſome Right, Title and Intereſt of, in, to or out of the ſaid ſeveral Meſſuages, Lands, Tenements and Hereditaments, or ſome Part or Parcel thereof. *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of 1000 *l.* of, &c. ſecured to be paid by the ſaid *T. J.* Party to theſe Preſents, to her the ſaid *M. J.* and of the like Sum of 1000 *l.* of, &c. ſecured to be paid by the

the ſaid *T. J.* Party to theſe Preſents, to her the ſaid *A. J.* both the ſaid Sums of 1000 *l.* to be paid at the End of five Years next enſuing the Date of theſe Preſents, with Intereſt for the Forbearance thereof in the mean Time; and for the Sum of, *&c.* ſecured to be paid by the ſaid *T. J.* to him the ſaid *J. J.* within one Month next after the Expiration of the Term of his Apprenticeſhip, and his being made a free Burgeſs of the City of, *&c.* aforeſaid: Which ſaid ſeveral Sums are for and in Lieu of ſeveral Proviſions and Portions of them the ſaid *J. J.* *A. J.* and *M. J.* And in Purſuance of an Agreement made by and between the Parties to theſe Preſents, and every of them, of and concerning the Eſtate real and perſonal, late of the ſaid *T. J.* deceaſed, and the Diviſion, Diſtribution, and Settlement thereof, and every Part thereof, and for divers other good Cauſes and Conſiderations, the ſaid *J. J.* and *A. J.* and *M. J.* *have*, and every of them hath granted, remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents do, and every of them doth grant, *&c.* to the ſaid *T. J.* Party to theſe Preſents, his Heirs and Aſſigns for ever, *All* their and every of their Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of, in, to or out of the ſaid ſeveral and reſpective Meſſuages, Lands, Tenements and Hereditaments before-mentioned, or any Part thereof; and of, in and to all and ſingular other the Meſſuages, Lands, Tenements and Hereditaments, whereof or wherein he the ſaid *T. J.* the Father died ſeized of any Inheritance or Freehold; and of, in and to the Rents, Reverſions, Remainders and Services thereof; and of, in and to all Deeds, Evidences

videnceſ and Writings, of or concerning the ſame, or any of them: *To have and to hold* all and ſingular the aforeſaid Meſſuages, Tenements, Lands, Hereditaments and Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances unto the ſaid *T. J.* Party to theſe Preſents, his Heirs and Aſſigns, *To* the only Uſe and Behoof of him the ſaid *T. J.* his Heirs and Aſſigns for ever, *To be* holden of the Chief Lord or Lords of the Fee or Fees of the Premiſſes by the Rents and Services therefore due and of Right accuſtomed. *And* the ſaid *J. J. A. J.* and *M. J.* and every of them, for themſelves, their and every of their Heirs, Executors and Adminiſtrators, do, and every of them doth covenant and grant to and with the ſaid *T. J.* Party to theſe Preſents, his Heirs and Aſſigns, by theſe Preſents, That the ſaid *T. J.* his Heirs and Aſſigns, and his and their Farmers or Tenants, ſhall or lawfully may from Time to Time, and at all Times, for ever hereafter peaceably and quietly enter into, have, hold, uſe, occupy, poſſeſs and enjoy the ſaid ſeveral and reſpective Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and every Part and Parcel thereof, with the Appurtenances hereby granted, remiſed and releaſed, or intended to be granted, *&c.* in Form aforeſaid, and according to the true Meaning hereof, without any Manner of Let, Suit, Trouble, Eviction, Ejection, Moleſtation, Interruption and Diſturbance, Challenge, Claim or Demand, of or by the ſaid *J. J. A. J.* and *M. J.* or any of them, their or any of their Heirs or Aſſigns, or any of them, or of or by any other Perſon or Perſons whatſoever claiming, or to claim,

by,

by, from or under them, or any or either of them, or by their or any or either of their Act or Acts, Eſtate or Eſtates, Means, Conſent, Privity or Procurement; And that clearly freed and diſcharged, or ſaved harmleſs, of and from all former and other Bargains and Sales, Gifts, Grants, Leaſes, Eſtates, Uſes, Wills, Intails, Statutes Merchant and of the Staple, Recognizances, Judgments, Executions, Extents, Mortgages, Debts, Annuities, Titles, Troubles, Charges and Incumbrances whatſoever had, made, committed, done, ſuffered or conſented unto, or to be had, *&c.* by them the ſaid *J. J. A. J.* and *M. J.* or any or either of them, their or any or either of their Heirs or Aſſigns, or any of them; or of or by any other Perſon or Perſons claiming, or to claim, by, from or under them, or any of them; or by, from or under their, or any of their Act or Acts, Eſtate or Eſtates, Right or Title whatſoever. *And further*, That they the ſaid *J. J. A. J.* and *M. J.* and ſuch Husbands as the ſaid *A. J.* and *M. J.* reſpectively ſhall hereafter happen to marry, and every of them, their and every of their Heirs, and all and every other Perſon and Perſons lawfully having or claiming, or which ſhall or may lawfully have or claim, any Manner of Eſtate, Right, Title or Intereſt, of, in or to the ſaid Meſſuages, *&c.* or any Part or Parcel thereof, by, from or under them the ſaid *J. J. A. J. &c.* or any of them, ſhall and will from Time to Time, and at all Times hereafter, on the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *T. J.* Party to theſe Preſents, his Heirs or Aſſigns, make, do, ſuffer, levy, execute and acknowledge,

ledge, or cauſe to be made, &c. all and every ſuch further and other lawful and reaſonable Act and Acts, Deed and Deeds, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, be it by Fine or otherwiſe, for the further, better, and more perfect granting, ſure making, ſettling and conveying of the ſaid Meſſuages, &c. with their and every of their Appurtenances, hereby intended to be remiſed or releaſed unto the ſaid *T. J.* his Heirs and Aſſigns for ever, in Manner and Form aforeſaid, according to the true Intent and Meaning hereof, as by the ſaid *T. J.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And this Indenture further witneſſeth*, That the ſaid *T. J.* for the Conſiderations aforeſaid, and in further Purſuance of the ſaid Agreement, *hath* fully and abſolutely renounced, releaſed, relinquiſhed and yielded up, and by theſe Preſents doth fully, freely and abſolutely renounce, &c. unto the ſaid *J. J. A. J.* and *M. J.* not only all his Right and Benefit of having, obtaining, or ſuing forth Letters of Adminiſtration of the Goods, Chattels, Rights and Credits, late of his ſaid Father; but alſo all the Right, Title, Intereſt, Claim or Demand whatſoever of him the ſaid *T. J.* of, in or to all or every the Goods, Chattels, and perſonal Eſtate, late of his ſaid Father, remaining and being in the Houſe, &c. (ſaving and excepting one Silver Tankard, mark'd, &c. which by Agreement of all the ſaid Parties is to be held and enjoyed by him the ſaid *T. J.* Party to theſe Preſents, as his own proper Goods and Chattels, and to his own proper Uſe.) *And* the ſaid *J. J. A. J.*

and *M. J.* for themſelves, their Heirs, Executors and Adminiſtrators, do, and every of them doth, further jointly and ſeverally grant, covenant, promiſe and agree to and with the ſaid *T. J.* Party to theſe Preſents, his Executors and Adminiſtrators, by theſe Preſents, That he the ſaid *T. J.* his Executors and Adminiſtrators, ſhall and lawfully may peaceably and quietly have, hold, receive and enjoy, to his own proper Uſe and Behoof, one Silk Bed, *&c.* and all Furniture and Appurtenances to the ſaid Bed belonging and remaining in, *&c.* and all, *&c.* without any Let, Interruption and Denial by them the ſaid *J. J. &c.* or any of them, or of or by any other Perſon or Perſons whatſoever, from, by or under them, or any of them. *And further*, That if any Lands, Rents, Reverſions or Services, late of the ſaid *T. J.* deceaſed, be concealed, and not yet known nor diſcovered to him the ſaid *T. J.* Party to theſe Preſents, they the ſaid *J. J. A. J. &c.* and every of them, ſhall and will, as much as in them lieth, upon every Requeſt in that Behalf to be made, diſcover and make known the ſame, or ſo much thereof as they know, to him the ſaid *T. J.* Party to theſe Preſents, his Heirs or Aſſigns; and for the clearer Manifeſtation of the Truth thereof, ſhall and will, upon reaſonable Requeſt to them made by the ſaid *T. J.* appear to, and anſwer *gratis*, any Bill or Bills of Equity to be exhibited againſt them, or any of them, for that End and Purpoſe. *In Witneſs*, &c.

A Releaſe and Confirmation of Lands.

THIS Indenture made, *&c. Between* J. D. of, *&c.* of the one Part, and T. E. of, *&c.* of the other Part, *Witneſſeth*, That the ſaid J. D. for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid T. E. the Receipt whereof the ſaid J. D. doth hereby confeſs and acknowledge; and for divers other good Cauſes and Conſiderations him thereunto moving, he the ſaid J. D. *hath* granted, bargained and ſold, aliened, releaſed and confirmed, and by theſe Preſents doth fully, freely and abſolutely, grant, *&c.* unto the ſaid T. E. in his actual Poſſeſſion now being, of the Cloſe of Ground and Premiſſes herein after mentioned, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for *Transferring of Uſes into Poſſeſſion*, and to his Heirs and Aſſigns for ever, *All* that Cloſe, or Piece or Parcel of Ground, *&c.* ſituate, *&c.* and alſo all Trees, Woods, Underwoods, Ways, Waters, Watercourſes, Commons, Profits, Commodities, Emoluments and Hereditaments whatſoever to the ſaid Cloſe of Ground above-mentioned belonging, or in any wiſe appertaining, or accepted, reputed, taken or known as Part, Parcel, or Member thereof; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; And alſo all

all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, as well in Equity as in Law of him the ſaid J. D. of, in and to the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; And alſo all Deeds, Evidences and Writings, touching or concerning the ſaid Premiſſes above-mentioned only, or only any Part thereof; together with true Copies of all other Deeds, Evidences and Writings, which do concern the ſaid Premiſſes above-mentioned jointly with any other Lands, Tenements or Hereditaments, now in the Cuſtody or Poſſeſſion of him the ſaid J. D. or which he can or may get or come by without Suit in Law; The ſame Copies to be made and written at the Requeſt, Coſts and Charges of the ſaid T. E. his Heirs and Aſſigns; *To have and to hold* all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid T. E. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid T. E. his Heirs and Aſſigns for ever. *And* the ſaid J D. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid T. E. his Heirs and Aſſigns, That he the ſaid J. D. now is true, lawful and rightful Owner of *All* and ſingular the ſaid Cloſe and Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: *And alſo*, That he the ſaid J. D. now is lawfully and rightfully ſeized in his own Right, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, of and in all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, without any Manner of Condition,

Mortgage, Limitation of Uſe and Uſes, or other Matter, Cauſe or Thing to alter, change, charge or determine the ſame. *And alſo*, That he the ſaid J. D. now hath good Right, full Power, and lawful Authority, in his own Right, to grant, bargain, ſell and convey, All and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid T. E. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid T. E. his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid T. E. his Heirs and Aſſigns, ſhall and may at all Times for ever hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Cloſe and Premiſſes above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid J. D. his Heirs or Aſſigns, and of all and every other Perſon or Perſons whatſoever. *And* that freed and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever had, made, committed, done or ſuffered, or to be had, *&c.* by the ſaid J. D. or by, *&c.* deceaſed, or any other Perſon or Perſons whatſoever claiming, or to claim, by, from

from or under them, or any or either of them. *And further*, That he the ſaid J. D. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Premiſſes abovementioned, or any Part thereof, by, from or under him, or by, from or under the ſaid, *&c.* deceaſed, or any or either of them, ſhall and will at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges of him the ſaid T. E. his Heirs or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyance and Conveyances in the Law whatſoever, for the further, better, and more perfect granting, conveying and aſſuring of *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid T. E. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid T. E. his Heirs and Aſſigns for ever, as by the ſaid T. E. his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, and adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That all and every Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever already had, made, levied, ſuffered, executed and acknowledged, or at any Time hereafter to be had, *&c.* of the ſaid Premiſſes, by or between the ſaid Parties to

theſe Preſents, or either of them, or by or between them, or either of them, and any other Perſon or Perſons, either alone by it ſelf, or jointly, with any other Lands, Tenements or Hereditaments, as for and concerning all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, *Shall be* and enure, and ſhall be adjudged, eſteemed and taken to be and enure, *To* and for the only proper Uſe and Behoof of the ſaid T. E. his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents, and to and for none other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

A Releaſe of a Meſſuage, &c. *made from one who held it under a ſuperior Lord; with* Habendum *to the Releaſſee and his Heirs,* To *ſuch Uſes as he ſhall by Deed direct and appoint; To prevent the Wife's having Dower, without paſſing a Fine on a further Conveyance of the Premiſſes.*

THIS *Indenture* made, *&c. Between T. R.* of, *&c.* of the one Part, and *L. M.* of, *&c.* of the other Part, *Witneſſeth*, That the ſaid *T. R.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *L. M.* the Receipt whereof the ſaid *T. R.* doth hereby confeſs and acknowledge; and for divers other good Cauſes and Conſiderations him thereunto in this Behalf eſpecially moving, *He* the ſaid *T. R. hath* granted, bargained, ſold, aliened, enfeoffed, releaſed, conveyed and confirmed, and by theſe Preſents doth fully, freely and abſolutely grant, *&c.* unto the ſaid *L. M.* (in his actual Poſſeſſion now being, by Virtue of

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a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs and Aſſigns for ever, *All* that Meſſuage or Tenement, ſituate, *&c.* now in the Poſſeſſion of, *&c.* And alſo all Ways, Waters, Paths, Paſſages, Eaſements, Profits, Privileges, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or to or with the ſame, or any Part thereof, as Part, Parcel or Member thereof, uſed or enjoyed: (Which ſaid Meſſuage or Tenement, and Premiſſes, was by Indenture of Leaſe and Releaſe bearing Date, *&c.* granted and conveyed by, *&c.* to the ſaid *T. R.* his Heirs and Aſſigns for ever, under and ſubject to the yearly Rent of, *&c.* as by the ſaid Conveyance may appear.) And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances. And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, as well in Equity as in Law, of him the ſaid *T. R.* of, in and to the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: And all Deeds, Evidences and Writings, touching or concerning the ſaid Premiſſes above-mentioned only, or only any Part thereof: *To have and to hold* the ſaid Meſſuage or Tenement, and Premiſſes, hereby granted and releaſed, or mentioned or intended to be

hereby granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *L. M.* his Heirs and Aſſigns for ever, *To* ſuch Uſes, Intents and Purpoſes, as the ſaid *L. M.* ſhall by any Deed in Writing under his Hand and Seal, teſtified by two or more credible Witneſſes, from Time to Time limit, direct or appoint; and for want of ſuch Limitation, Direction or Appointment, *To* the only proper Uſe and Behoof of him the ſaid *L. M.* his Heirs and Aſſigns for ever; To be holden of the Chief Lord and Lords of the Fee and Fees of the Premiſſes, by the Rents and Services therefore due, and of Right accuſtomed, under and ſubject to the yearly Rent, Conditions and Agreements, reſerved and contained in the Conveyance of the ſaid Premiſſes above-mentioned, made from the ſaid, *&c.* to the ſaid *T. R.* and his Heirs. And the ſaid *T. R.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *L. M.* his Heirs and Aſſigns, That (for and notwithſtanding any Act, Matter or Thing, by him the ſaid *T. R.* done or committed to the contrary) he the ſaid *T. R.* hath good Right, full Power, and lawful Authority, in his own Right to grant, bargain, ſell and convey the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *L. M.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *L. M.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents. *And alſo*, that he the ſaid *L. M.* his Heirs and Aſſigns, ſhall and may, from Time to Time, and at all Times from henceforth for ever hereafter, peaceably and quietly enter into, have, hold, occupy

occupy, poſſeſs and enjoy, all and ſingular the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *T. R.* his Heirs or Aſſigns, and of all and every other Perſon or Perſons whatſoever, (except as is herein after excepted;) *And* that freed and diſcharged, or otherways well and ſufficiently ſaved and kept harmleſs and indemnified of, and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, *&c.* by the ſaid *T. R.* his Heirs or Aſſigns, or any other Perſon or Perſons whatſoever, claiming or to claim, by, from or under him, them or any of them; except the Rents and Covenants reſerved and contained in and by the ſaid Conveyance from the ſaid, *&c.* to the ſaid *T. R.* which from henceforth on the Part and Behalf of the ſaid *T. R.* ſhall grow due, and are and ought to be paid and performed; and alſo, except one Indenture bearing Date, *&c.* made of the ſaid Premiſſes by the ſaid *T. R.* to one, *&c.* for the Term of 1000 Years defeaſible on Payment of, *&c.* and Intereſt; the Remainder of which ſaid Term is aſſigned to Perſons in Truſt for the ſaid *L. M.* and his Heirs. *And further*, That he the

the ſaid *T. R.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Meſſuage, or Tenement and Premiſſes above-mentioned, or any Part or Parcel thereof, by, from or under him or them, ſhall and will at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges of him the ſaid *L. M.* his Heirs or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyance and Conveyances in the Law whatſoever, for the further, better, and more perfect granting, conveying and aſſuring, of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *L. M.* his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid *L. M.* his Heirs and Aſſigns for ever; Subject to the Rent, Conditions and Agreements, contained in the ſaid Conveyance from the ſaid, *&c.* to the ſaid *T. R.* as by the ſaid *L. M.* his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That all and every Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever already had, made, levied, ſuffered, executed and acknowledged, or at any Time hereafter to be had, *&c.* by or between the ſaid Parties to theſe Preſents, or either of them, or by or between

between them, or either of them, and any other Perſon or Perſons, either alone by it ſelf, or jointly with any other Lands, Tenements, or Hereditaments, *As* for and concerning the ſaid Premiſſes above-mentioned, with the Appurtenances, *Shall be* and enure, and ſhall be adjudged, eſteemed and taken, *To* be and enure, to and for the only proper Uſe and Behoof of the ſaid *L. M.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents, and to and for none other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

A Releaſe and Conveyance of divers Lands, made from ſeveral Perſons, with Exceptions of Incumbrances, and Covenants to produce Writings for Juſtification of the Title, &c.

THIS Indenture Tripartite, made, *&c. Between* M. S. Widow, (Relict and late Wife of W. S. late of, *&c.* deceaſed) and R. S. of, *&c.* Brother and Heir of T. S. deceaſed, (who was eldeſt Son and Heir of the ſaid W. S. and of the ſaid M.) of the firſt Part; J. E. of, *&c.* Eſq; Son and Heir of Sir G. E. Knt. deceaſed, of the ſecond Part; and W. B. of, *&c.* Eſq; of the third Part; *Witneſſeth*, That the ſaid M. S. and R. S. for and in Conſideration of the Sum of 1000 *l.* of, *&c.* to them in Hand paid by the ſaid W. B. the Receipt whereof they the ſaid M. S. and R. S. do hereby confeſs and acknowledge: *And* the ſaid J. E. in Conſideration of the Sum of 500 *l.* of, *&c.* to him in Hand alſo paid by the ſaid W. B. the Receipt whereof he doth hereby acknowledge; and for divers other good Cauſes and Con-

Conſiderations, they the ſaid M. S. R. S. and J. E. in this Behalf eſpecially moving, *Have*, and every and either of them *hath* granted, bargained and ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and every and either of them doth grant, &c. unto the ſaid W. B. (in his actual Poſſeſſion now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs and Aſſigns for ever, *All* that Meſſuage or Tenement, commonly called or known by the Name of, &c. with the Rights, Members and Appurtenances thereof, ſituate, lying and being in, &c. And all Houſes, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Paſtures, Feedings, Woods, Underwoods, Ways, Paths, Waters, Water-courſes, Eaſements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or which now are or formerly have been accepted, reputed, taken, known, uſed, occupied or enjoyed, to or with the ſame, or as Part, Parcel, or Member thereof, or of any Part thereof, ſituate, lying and being in, &c. aforeſaid: And alſo all that other Meſſuage or Tenement, with the Appurtenances, commonly called or known by the Name of, &c. ſituate, &c. And all Houſes, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, Commons, Woods, Underwoods, Ways, Paths, Waters, Water-courſes, Eaſements, Profits, Commodities,

dities, Advantages, Emoluments and Hereditaments whatſoever unto the ſaid Meſſuage or Tenement called, &c. belonging or in any wiſe appertaining, or which now or at any Time heretofore have been accepted, reputed, taken, known, uſed, occupied or enjoyed, to or with the ſame, or as Part, Parcel or Member thereof: And alſo all that Toft of Land, &c. with their and every of their Appurtenances. All which Premiſſes are ſituate, lying and being in or near, &c. aforeſaid, and ſome time were in the Tenure, Occupation or Poſſeſſion of, &c. his Aſſignee or Aſſigns, Under-Tenant or Under-Tenants. And alſo all that Cloſe, &c. commonly called, &c. containing by Eſtimation, &c. formerly in the Poſſeſſion of, &c. *And* alſo all and ſingular Houſes, Outhouſes, Edifices, Buildings, Gardens, Orchards, Backſides, Commons, Ways, Paths, Waters, Water-courſes, Royalties, Woods, Underwoods and Trees, and the Ground and Soil of the ſame Woods, Underwoods and Trees, Profits, Commodities, Emoluments and Hereditaments whatſoever to the ſaid Premiſſes, or any Part thereof belonging, or in any wiſe appertaining. And alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid M. S. R. S. and J. E. or any or either of them, ſituate, lying and being in, &c. aforeſaid, in the ſaid County of, &c. And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances. And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of

of them the ſaid M. S. R. S. and J. E. of, in and to all and ſingular the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances. And alſo all Deeds, Evidences and Writings, touching or concerning the ſaid Premiſſes only, or only any Part thereof: Together with true Copies of all other Deeds, Evidences and Writings, which do concern the ſaid Premiſſes, or any Part thereof jointly with any other Lands or Tenements, now in the Cuſtody or Poſſeſſion of them the ſaid M. S. R. S. and J. E. or any or either of them, or which they or any or either of them can or may get or come by without Suit in Law; The ſame Copies to be made and written at the Requeſt, Coſts and Charges of the ſaid W. B. his Heirs and Aſſigns: *To have and to hold* all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid W. B. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid W. B. his Heirs and Aſſigns for ever. *And* each of them the ſaid M. S. and R. S. for him and her ſelf ſeverally and apart, and not jointly, and for his and her ſeveral Heirs and Aſſigns, doth ſeverally and apart, and not jointly, covenant and grant to and with the ſaid W. B. his Heirs and Aſſigns, That they the ſaid M. S. R. S. and J. E. are, or ſome or one of them now is, the true, rightful and lawful Owners or Owner of all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, to be hereby granted and releaſed, and of every Part and Parcel thereof, with the

the Appurtenances (except as is herein after excepted). *And* alſo that they the ſaid M. S. R. S. and J. E. are, or ſome or one of them now is, lawfully and rightly ſeized of and in the ſaid Premiſſes above-mentioned, with the Appurtenances, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-Simple, without any Manner of Condition, Mortgage, Limitation of Uſe or Uſes, or any other Matter, Cauſe or Thing whatſoever, whereby to alter, change, charge or determine the ſame (except as is herein after excepted): *And* alſo that they the ſaid M. S. R. S. and J. E. have, or ſome or one of them now hath, good Right, full Power, and lawful Authority in their or one of their own Rights or Right, to grant and convey *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid W. B. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid W. B. his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents (except as is herein after excepted). *And* alſo that the ſaid W. B. his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times, from henceforth for ever hereafter peaceably and quietly enter into, have, hold, poſſeſs and enjoy *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of them the ſaid M. S. R. S. and J. E. or any or either of them, their, or any or either of their Heirs or Aſ-

ſigns,

ſigns, or of any other Perſon or Perſons whatſoever claiming, or to claim, by, from or under them, or either of them, or by, from or under the ſaid W. S. and T. S. deceaſed, or either of them (except as is herein after excepted); *And* that freed and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever had, made, committed, done or ſuffered, or to be had, *&c.* by them the ſaid M. S. R. S. and J. E. or either of them, their or either of their Heirs or Aſſigns, or any other Perſon or Perſons whatſoever claiming, or to claim, by, from or under them, or any or either of them, or by, from or under the ſaid W. S. and T. S. deceaſed, or either of them; Except one Indenture bearing Date, *&c.* made between the ſaid W. S. of the one Part, and, *&c.* of the other Part, purporting a Leaſe to the ſaid, *&c.* of Part of the ſaid Premiſſes hereby granted for the Term of 21 Years, under the yearly Rent of 20 *l.* which Rent is intended to paſs hereby; And alſo, Except one Indenture Tripartite, bearing Date, *&c.* made of Part of the ſaid Premiſſes by the ſaid W. S. to one, *&c.* for the Term of 500 Years, defeaſible on Payment of, *&c.* and Intereſt; And alſo, Except one other Indenture, bearing Date, *&c.* made by the

ſaid W. S. of other Parts of the ſaid Premiſſes, to, &c. for the Term of, &c. The Remainders of which ſaid Terms are aſſigned to Perſons in Truſt for the ſaid W. B. and his Heirs. *And* the ſaid J. E. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid W. B. his Heirs and Aſſigns, That he the ſaid W. B. his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times, from henceforth for ever hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of the ſaid J. E. his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever claiming in, by, from or under him, them, or any of them, or by, from or under the ſaid Sir G. E. deceaſed. *And* each of them the ſaid M. S. R. S. and J. E. for him, her and themſelves ſeverally and apart, and not jointly, and for his, her and their ſeveral Heirs and Aſſigns, Doth further ſeverally and apart, and not jointly, covenant and grant to and with the ſaid W. B. his Heirs and Aſſigns, That they the ſaid M. S. R. S. and J. E. and their Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, or any Part thereof, by, from or under them, or either of them, (except before excepted) ſhall and will at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid W. B. his Heirs or Aſſigns, make,

do and execute, or cauſe or procure to be made, &c. *All* and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever, for the further, better, and more perfect granting, conveying and aſſuring, of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the ſaid W. B. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid W. B. his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents; as by the ſaid W. B. his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And* it is hereby further agreed and declared by and between the ſaid Parties to theſe Preſents, That all and every Fine and Fines, and alſo all and every Recovery and Recoveries, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever, already had, made, levied, ſuffered, executed or acknowledged, or at any Time hereafter to be had, &c. of the ſaid Premiſſes above-mentioned, or any Part thereof, either alone by it ſelf, or jointly with any other Lands, Tenements or Hereditaments, by or between the ſaid Parties to theſe Preſents, or any or either of them, or by or between them, or any or either of them, and any other Perſon or Perſons, as for and concerning all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, *Shall be* and enure, and ſhall be adjudged, eſteemed

eſteemed and taken, *To* be and enure, to and for the only proper Uſe and Behoof of the ſaid W. B. his Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever. *And laſtly*, That they the ſaid M. S. R. S. and J. E. their Heirs and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt, and at the Coſt and Charges of the ſaid W. B. his Heirs and Aſſigns, produce and ſhew forth the ſeveral Deeds and Writings relating to the Title of the ſaid Premiſſes, in the Schedule hereunto annexed mentioned, in any Court of Record, or other Place where he or they ſhall or may have Occaſion for the ſame, for the Manifeſtation and Defence of his or their Title in and to the ſaid Premiſſes hereby granted. *In Witneſs*, &c.

Aſſignments of Bonds, Statutes, Judgments, &c. and alſo of Leaſes for Years, &c.

An Aſſignment of a Bond.

WHereas J. W. of, &c. and W. B. of, &c. in and by one Bond or Obligation bearing Date, &c. became jointly and ſeverally bound to J. M. of, &c. in the penal Sum of, &c. conditioned for the Payment of, &c. and Intereſt at a Day long ſince paſt, as by the ſaid Bond and Condition thereof may appear. *And whereas* there now remains due to the ſaid J. M. for Principal and Intereſt on the ſaid Bond, the Sum of, &c. *Now know all Men* by theſe Preſents, That the ſaid J. M. for and

in Conſideration of the ſaid Sum of, &c. to him in Hand paid by T. E. of, &c. the Receipt whereof the ſaid J. M. doth hereby acknowledge; he the ſaid J. M. hath aſſigned and ſet over, and by theſe Preſents doth aſſign and ſet over unto the ſaid T. E. the ſaid recited Bond or Obligation, and the Monies thereby due and owing, and all his Right and Intereſt of, in and to the ſame. *And* the ſaid J. M. for the Conſiderations aforeſaid, *hath* made, ordained, conſtituted and appointed, and by theſe Preſents doth make, &c. the ſaid T. E. his Executors and Adminiſtrators, his true and lawful Attorney and Attornies, irrevocable for him and in his Name, and in the Name and Names of his Executors and Adminiſtrators, but for the ſole and proper Uſe and Benefit of the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, to ask, require, demand and receive of the ſaid Obligors and either of them, their Heirs, Executors, and Adminiſtrators, the Money due on the ſaid Bonds; and on Non-payment thereof, them and either of them, their and either of their Heirs, Executors and Adminiſtrators, to ſue for, recover and receive the ſame, and on Payment thereof to deliver up and cancel the ſaid Bond, and give ſufficient Releaſes and Diſcharges therefore, and one or more Attorney or Attornies under him to conſtitute, and whatſoever his Attorney ſhall lawfully do in the Premiſſes the ſaid J. M. doth hereby allow and confirm. *And* the ſaid J. M. doth covenant with the ſaid T. E. that he the ſaid J. M. hath not nor will receive the ſaid Monies due on the ſaid Bond, or any Part thereof, neither ſhall or will releaſe or diſcharge the ſame, or

any

any Part thereof, but will own and allow of all lawful Proceedings for Recovery thereof; he the ſaid T. E. hereby agreeing to ſave the ſaid J. M. harmleſs from any Coſts that may happen to him thereby. *In Witneſs*, &c.

An Aſſignment of a Bond in Truſt for the Uſes of Marriage Articles.

THIS *Indenture Quadripartite* made, *&c. Between M. H.* of, *&c.* of the firſt Part, *J. E.* of, *&c.* of the ſecond Part, *E. H.* of, *&c.* and *R.* his Wife, of the third Part, and *C. W.* of, *&c.* and *L. H.* of, *&c.* of the fourth Part: *Whereas* the ſaid *M. H.* in and by one Bond or Obligation bearing Date, *&c.* became bound unto the ſaid *C. W.* in the penal Sum of, *&c.* conditioned for the Payment of, *&c.* with uſual Intereſt unto the ſaid *C. W.* in and upon the Day, *&c.* next enſuing the Date thereof, to be applied and diſpoſed to, for and upon ſuch Ends, Intents, Truſts and Purpoſes as were agreed and declared in and by certain Articles of Agreement bearing Date, *&c.* then laſt paſt, and made between the ſaid *E. H.* of the one Part, and the ſaid *C. W.* and *L. H.* of the other Part. *And whereas R. M.* of, *&c.* ſince deceaſed, together with the ſaid *J. E.* in and by one Bond or Obligation bearing Date, *&c.* became bound unto the ſaid *M. H.* in the penal Sum of, *&c.* conditioned to be void on Payment by the ſaid *R. M.* and *J. E.* of the Sum of, *&c.* with Intereſt on, *&c.* then next coming, as in and by the ſaid Obligation and the Condition thereof, may more fully appear. *And whereas* the ſaid *M. H.* hath in and by one Indenture bearing Date the Day next be-

fore the Day of the Date hereof granted to the ſaid *C. W.* by Way of Mortgage, all that Meſſuage, Tenement and Lands in the County of, *&c.* for ſecuring of, *&c.* and Intereſt towards diſcharging, and in Part of Payment of the ſaid firſt recited Bond. *Now this Indenture witneſſeth*, That the ſaid *M. H.* for the Payment and Satisfaction of, *&c.* being the Reſidue yet remaining unpaid of the ſaid, *&c.* and in full Diſcharge of the ſaid firſt recited Bond, and in Conſideration alſo of the Sum of 5 *s.* of, *&c.* to her in Hand by the ſaid *C. W.* and *L. H.* well and truly paid, the Receipt whereof is hereby acknowledged, ſhe the ſaid *M. H. hath* aſſigned and ſet over, and by theſe Preſents doth, *&c.* unto the ſaid *C. W.* and *L. H.* their Executors, Adminiſtrators and Aſſigns, the ſaid laſt recited Bond or Obligation entred into by the ſaid *R. M.* and *J. E.* to the ſaid *M. H.* as aforeſaid, and the Money thereby ſecured; and all her Right and Intereſt in and to the ſame. And the ſaid *M. H.* for the Conſiderations aforeſaid, *hath* made, ordained, conſtituted and appointed, and by theſe Preſents doth, *&c.* the ſaid *C. W.* and *L. H.* their Executors and Adminiſtrators, her true and lawful Attorney and Attornies irrevocable, for her and in her Name, and in the Name or Names of her Executors and Adminiſtrators, but upon the Truſts, and for the Ends, Intents and Purpoſes in the ſaid Articles mentioned, to ask, require, demand and receive of the ſaid *J. E.* his Executors and Adminiſtrators, and the Executors and Adminiſtrators of the ſaid *R. M.* the Money ſecured by the ſaid hereby aſſigned Bond, and for Non-payment thereof, or of any Part thereof, the ſaid Obligors

Obligors and either of them, their and either of their Heirs, Executors and Adminiſtrators to ſue for and recover and receive the ſame, and on Payment thereof to deliver up and cancel the ſaid Bond, and to give ſufficient Releaſes and Diſcharges therefore, and one or more Attorney or Attornies under them to conſtitute, and whatſoever her ſaid Attorney or Attornies ſhall lawfully do in the Premiſſes, ſhe the ſaid *M. H.* doth hereby allow and confirm: *All* which Monies when received ſhall and ought to be laid out, applied and diſpoſed to and for ſuch Uſes, Intents, Truſts and Purpoſes, as are agreed and declared by and in the ſaid before-mentioned Articles. *And* the ſaid *M. H.* doth hereby for her ſelf, her Executors and Adminiſtrators, covenant with the ſaid *C. W.* and *L. H.* their Executors, Adminiſtrators and Aſſigns, That ſhe the ſaid *M. H.* hath not nor will receive the ſaid Monies, ſecured by the ſaid hereby aſſigned Bond, or any Part thereof, neither hath releaſed or diſcharged, or will releaſe or diſcharge the ſame, or any Part thereof, or any Action or Suit to be brought for Recovery thereof; but ſhall and will own and allow of all lawful Proceedings for Recovery thereof, they the ſaid *C. W.* and *L. H.* ſaving harmleſs the ſaid *M. H.* from all Coſts that may happen to her thereby. *In Witneſs*, &c.

An Aſſignment of a Bond to perform Covenants.

THIS *Indenture* made, *&c. Between* R. P. of, *&c.* of the one Part; and *W. B.* of, *&c.* of the other Part. *Whereas J. S.* of, *&c.* by his Writing Obligatory under his Hand and

Seal, bearing Date, &c. which was in the Year of our Lord, &c. became and yet ſtandeth bound to the ſaid *R. P.* in the penal Sum of 500 *l.* with Condition thereunder written, for the obſerving, performing, fulfilling and keeping by him the ſaid *J. S.* his Heirs, Executors, Adminiſtrators and Aſſigns, of all and ſingular the Covenants, Conditions, Clauſes, Articles and Agreements, comprized in one Inhenture of Leaſe bearing even Date with the ſame Obligation, (in the ſame Condition mentioned to be made between the ſaid *J. S.* of the one Part, and the ſaid *R. P.* of the other Part) which on the Part and Behalf of him the ſaid *J. S.* his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, were or ought to be obſerved, performed, fulfilled and kept, according to the true Intent and Meaning of the ſame Indenture in the ſaid recited Condition mentioned, as in and by the ſaid recited Obligation, and the Condition thereof, more fully and at large it doth and may appear. *And whereas* the ſaid *R. P.* hath, by Indenture bearing Date, &c. for the Conſiderations therein mentioned, granted, bargained, ſold, aſſigned and ſet over unto the ſaid *W. B. All* his Eſtate, Right, Title, Intereſt, Term of Years to come, Claim and Demand, of and in all and ſingular the Tenements and Premiſſes demiſed and granted to him the ſaid *R. P.* in and by the ſaid Indenture of Leaſe in the ſaid recited Condition mentioned, together with the ſame Indenture. *Now this Indenture witneſſeth*, That the ſaid *R. P.* for the Conſiderations in the ſaid recited Indenture of Aſſignment ſpecified, and for other good Conſiderations, *Hath* made, authorized, conſtituted and ap-

appointed, and by theſe Preſents doth make, &c. and in his Place and Stead put the ſaid *W. B.* his true and lawful Attorney irrevocable, in the Name of the ſaid *R. P.* but to the only Uſe of the ſaid *W. B.* his Executors and Adminiſtrators, to ask, demand, recover and receive, of and from the ſaid *J. S.* his Heirs, Executors or Adminiſtrators, the Penalty of the ſaid recited Obligation, (if the ſame ſhall at any Time hereafter become forfeited) giving and hereby granting unto the ſaid Attorner full Power and lawful Authority, the ſaid *J. S.* his Heirs, Executors and Adminiſtrators, and his and their Goods and Chattels, to ſue, arreſt, attach, implead, impriſon, cauſe to be condemned, and out of Priſon to deliver, and Acquittances and other ſufficient Diſcharges, in his Name to make, ſeal and deliver, and Attornies one or more under him to ſubſtitute, and the ſame at his Pleaſure to revoke: And further, to conclude and make Compoſition and Agreement touching the Premiſſes, and generally to do and execute all and every ſuch other Act and Acts, Thing and Things, as ſhall be needful or neceſſary to be done in or about the Premiſſes, and that as effectually in every Reſpect, as the ſaid *R. P.* might or could have done if he were in Perſon. *And* whatſoever lawful Actions, Suits, Proceſs and Proceedings ſhall be hereafter commenced, ſued or proſecuted by the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, againſt the ſaid *J. S.* his Heirs, Executors or Adminiſtrators, touching the Premiſſes, he the ſaid *R. P.* doth promiſe to allow, maintain, juſtify and confirm by theſe Preſents, without releaſing or diſcharging of the ſaid *J. S.* his Heirs, Executors

or

or Aſſigns, of the ſaid recited Obligation, or of any Suit, Proceſs or Proceedings to be brought or commenced thereupon. *And* the ſaid *R. P.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *W. B.* his Executors and Adminiſtrators, by theſe Preſents, That he the ſaid *R. P.* hath not releaſed the ſaid Obligation, nor will hereafter releaſe the ſame, or any Action or Suit to be thereupon brought or commenced. *And* that he the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and lawfully may, at his and their own Coſts and Charges in the Law, from Time to Time ſue for, levy, recover, receive and enjoy, to his and their own Uſe, all and every Sum and Sums of Money, Benefit and Advantage whatſoever, which ſhall or may be gotten by Force and Virtue of the ſaid recited Obligation, or any Compoſition thereupon in the Name of the ſaid *R. P.* his Executors or Adminiſtrators. *And* the ſaid *W. B.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *W. B.* his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, ſave and keep harmleſs the ſaid *R. P.* his Executors and Adminiſtrators, of and from all and all manner of Coſts, Damages and Expences, which ſhall or may ariſe unto or befall him or them, by Means of any Suit to be brought or commenced for or upon the ſaid recited Obligation. *In Witneſs*, &c.

An

An Aſſignment of a Bond and Judgment.

THIS Indenture made, *&c. Between* F. L. of, *&c.* of the one Part; and *A. D.* of, *&c.* of the other Part, *Whereas* by one Obligation, or Writing Obligatory, bearing Date, *&c.* Sir P. T. ſince deceaſed, and Sir T. P. ſince alſo deceaſed, became bound unto the ſaid F. L. in the Sum of 1000*l.* of, *&c.* with Condition thereunder written, for Payment of 500*l.* on, *&c.* next enſuing the Date of the ſaid Obligation, as by the ſaid Obligation and Condition thereof, Relation being thereunto had, may appear. *And whereas* the ſaid F. L. did in *Trinity* Term, in the Year of our Lord, *&c.* recover by Judgment in the Court of *Common Pleas* againſt the ſaid Sir P. T. the Sum of 1000*l.* Debt, and eighty Shillings for Damages, as by the Record thereof remaining in the ſaid Court may appear. *Now this Indenture witneſſeth*, That the ſaid F. L. for and in Conſideration of a competent Sum of Money to him in Hand paid by the ſaid *A. D.* at or before the Sealing and Delivery of this preſent Indenture, the Receipt whereof the ſaid F. L. doth hereby acknowledge, *Hath* granted, transferred, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid A. D. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Obligation, or Writing Obligatory, as alſo the ſaid Judgment, and all the Benefit, Sum and Sums of Money, *&c.* that may be obtained or gotten by Reaſon or Means of the ſaid Obligation and Judgment, or either of them, or of any other Judgment

ment had or obtained, or to be had, ſued or obtained, by the ſaid F. L. againſt the ſaid Sir P. T. or the Heirs, Executors or Adminiſtrators of the ſaid T. P. *And further*, The ſaid F. L. doth by theſe Preſents make, ordain, conſtitute, and appoint the ſaid A. D. his true and lawful Attorney irrevocable, in his Name, Place and Stead, to ſue and proſecute upon the ſaid Judgment; and to procure any further Judgment or Judgments, Execution or Executions, againſt the Heirs, Executors or Adminiſtrators of the ſaid Sir P. T. for the ſaid Sum of Money in the ſaid Obligation mentioned; and upon Satisfaction given, or any other End, Compoſition or Agreement made of or concerning the Premiſſes, to acknowledge Satisfaction, or to make and execute any other Releaſe or Diſcharge for the ſame. *And* alſo to do all and every other Act and Acts, Thing and Things whatſoever, which ſhall be requiſite and neceſſary to be done in or about the Premiſſes, as fully as the ſaid F. L. might or could do the ſame, being perſonally preſent at the doing thereof. *And* the ſaid F. L. for himſelf, his Executors and Adminiſtrators, and every of them, doth covenant, promiſe and grant, to and with the ſaid A. D. his Executors and Adminiſtrators, and every of them, by theſe Preſents, That he the ſaid F. L. his Executors and Adminiſtrators, and every of them, ſhall and will juſtify, allow, ratify, and confirm, all and whatſoever the ſaid A. D. his Executors or Adminiſtrators, ſhall lawfully do, or cauſe to be done in or about the Premiſſes; and that neither he the ſaid F. L. his Executors nor Adminiſtrators, nor

any

any of them, will revoke or make void this Letter of Attorney, nor any Authority hereby given to the ſaid A. D. his Executors or Adminiſtrators; nor ſhall hereafter ſue for or meddle with the ſaid Debt or Judgment further or otherwiſe, than as the ſaid A. D. his Executors or Adminiſtrators ſhall direct or adviſe. *And* the ſaid A. D. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid F. L. his Executors and Adminiſtrators, by theſe Preſents, That he the ſaid A. D. his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, ſave, keep harmleſs and indemnify the ſaid F. L. his Executors and Adminiſtrators, of, from and concerning all Coſts and Charges whatſoever, which ſhall or may any Ways become payable by, or be recovered againſt the ſaid F. L. his Executors or Adminiſtrators, by Means or Occaſion of any Action or Actions, Suit or Suits, to be brought or proſecuted in the Name of the ſaid F. L. his Executors or Adminiſtrators, by Virtue of any Power or Authority hereby given unto the ſaid A. D. his Executors or Adminiſtrators. *In Witneſs*, &c.

An Aſſign-

An Aſſignment of Debts due on Bonds, and other Securities; and alſo of Executorſhip, to the next Heir, with his Releaſe to the Executor.

THIS *Indenture Tripartite* made, &c. *Between J. B.* of, &c. ſole acting Executor named in the laſt Will and Teſtament of *A. K.* of, &c. deceaſed, (who was ſole Executrix of the laſt Will and Teſtament of, &c. alſo deceaſed) of the firſt Part; Sir *C. K.* of, &c. of the ſecond Part; and Dame *J. T.* of, &c. Adminiſtratrix of the Goods and Chattels of, &c. late of, &c. deceaſed, and alſo Adminiſtratrix of the Goods, Chattels, and perſonal Eſtate of *M. K.* deceaſed, of the third Part. *Whereas*, &c. [*Here recite the Will of* A. K. *whereby her Lands were deviſed for a Term of Years to* J. B. *to pay her Debts, and an Order in* Chancery *for* J. B. *to accompt with Sir* C. K. *and aſſign the Executorſhip*, &c.] *And whereas* the ſaid Sir *C. K.* hath paid to the ſaid *J. B.* the Sum of, &c. reported due to him as aforeſaid; and hath alſo paid, and undertaken to pay, the Sum of, &c. in Diſcharge of the ſeveral other Debts and Legacies of the ſaid *M.* and *A. K.* which then remained unpaid: Upon which the ſaid *J. B.* hath agreed and conſented, That the ſaid Sir *C. K.* ſhall have and receive to his own Uſe, the full Benefit and Advantage of all the perſonal Eſtate of the ſaid *M. K.* and *A. K.* which is yet in his Hands, or ſtanding out unreceived from the reſpective Perſons from whom the ſame is due; and for that End, the ſaid *J. B.* hath, with the Conſent of the ſaid Dame *J. T.* ſignified by her joining herein,

and ſigning and ſealing hereof, delivered to the ſaid Sir *C. K.* and Dame *J. T.* or one of them, all the Writings in his Cuſtody relating to the Eſtates of the ſaid Sir *C. K. J. K. M. K.* and *A. K.* and hath likewiſe delivered to the ſaid Dame *J. T.* the ſeveral Securities in the firſt Schedule hereto annexed, relating to the perſonal Eſtates of the ſaid *G. K.* and *M. K.* And hath alſo delivered to the ſaid Sir *C. K.* the ſeveral Securities in the ſecond Schedule hereunto annexed mentioned, relating to the perſonal Eſtates of the ſaid *M. K.* and *A. K.* belonging, or either of them, which are in his Hands; And hath alſo agreed to authorize and impower the ſaid Sir *C. K.* to ſue for, recover and receive, all ſuch Debts and other Things as are due and belonging to their or either of their Eſtates, ſaving only as is herein after excepted. *Witneſſeth now this Indenture*, That the ſaid *J. B.* as well in Obedience to the ſaid Decretal Order, as in Purſuance of the ſaid Agreement; and for the better enabling the ſaid Sir *C. K.* to ſue for, recover and receive, the ſaid Debts and Eſtates; and in Conſideration of the Sum of *5 s.* of, *&c.* to him in Hand paid by the ſaid Sir *C. K.* before the Enſealing and Delivery hereof; the Receipt whereof he doth hereby acknowledge; *Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid Sir *C. K.* the ſeveral Debts in the ſaid ſecond Schedule hereunto annexed expreſſed, and all other the Debts due and owing to the Eſtates of the ſaid *M. K.* and *A. K.* or either of them, and all and every Bonds, Mortgages and Securities, Terms of Years, Intereſts and Eſtates, concerning or relating to, or taken for

An Aſſignment of Debts due on Bonds, and other Securities; and alſo of Executorſhip, to the next Heir, with his Releaſe to the Executor.

THIS *Indenture Tripartite* made, &c. *Between J. B.* of, &c. ſole acting Executor named in the laſt Will and Teſtament of *A. K.* of, &c. deceaſed, (who was ſole Executrix of the laſt Will and Teſtament of, &c. alſo deceaſed) of the firſt Part; Sir *C. K.* of, &c. of the ſecond Part; and Dame *J. T.* of, &c. Adminiſtratrix of the Goods and Chattels of, &c. late of, &c. deceaſed, and alſo Adminiſtratrix of the Goods, Chattels, and perſonal Eſtate of *M. K.* deceaſed, of the third Part. *Whereas*, &c. [*Here recite the Will of* A. K. *whereby her Lands were deviſed for a Term of Years to* J. B. *to pay her Debts, and an Order in* Chancery *for* J. B. *to accompt with Sir* C. K. *and aſſign the Executorſhip*, &c.] *And whereas* the ſaid Sir *C. K.* hath paid to the ſaid *J. B.* the Sum of, &c. reported due to him as aforeſaid; and hath alſo paid, and undertaken to pay, the Sum of, &c. in Diſcharge of the ſeveral other Debts and Legacies of the ſaid *M.* and *A. K.* which then remained unpaid: Upon which the ſaid *J. B.* hath agreed and conſented, That the ſaid Sir *C. K.* ſhall have and receive to his own Uſe, the full Benefit and Advantage of all the perſonal Eſtate of the ſaid *M. K.* and *A. K.* which is yet in his Hands, or ſtanding out unreceived from the reſpective Perſons from whom the ſame is due; and for that End, the ſaid *J. B.* hath, with the Conſent of the ſaid Dame *J. T.* ſignified by her joining herein,

and ſigning and ſealing hereof, delivered to the ſaid Sir *C. K.* and Dame *J. T.* or one of them, all the Writings in his Cuſtody relating to the Eſtates of the ſaid Sir *C. K. J. K. M. K.* and *A. K.* and hath likewiſe delivered to the ſaid Dame *J. T.* the ſeveral Securities in the firſt Schedule hereto annexed, relating to the perſonal Eſtates of the ſaid *G. K.* and *M. K.* And hath alſo delivered to the ſaid Sir *C. K.* the ſeveral Securities in the ſecond Schedule hereunto annexed mentioned, relating to the perſonal Eſtates of the ſaid *M. K.* and *A. K.* belonging, or either of them, which are in his Hands; And hath alſo agreed to authorize and impower the ſaid Sir *C. K.* to ſue for, recover and receive, all ſuch Debts and other Things as are due and belonging to their or either of their Eſtates, ſaving only as is herein after excepted. *Witneſſeth now this Indenture*, That the ſaid *J. B.* as well in Obedience to the ſaid Decretal Order, as in Purſuance of the ſaid Agreement; and for the better enabling the ſaid Sir *C. K.* to ſue for, recover and receive, the ſaid Debts and Eſtates; and in Conſideration of the Sum of 5*s.* of, *&c.* to him in Hand paid by the ſaid Sir *C. K.* before the Enſealing and Delivery hereof; the Receipt whereof he doth hereby acknowledge; *Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid Sir *C. K.* the ſeveral Debts in the ſaid ſecond Schedule hereunto annexed expreſſed, and all other the Debts due and owing to the Eſtates of the ſaid *M. K.* and *A. K.* or either of them, and all and every Bonds, Mortgages and Securities, Terms of Years, Intereſts and Eſtates, concerning or relating to, or taken

for

for the ſame: *To have and to hold* the ſame, and every of them, to the ſaid Sir *C. K.* his Executors, Adminiſtrators and Aſſigns, as fully to all Intents and Purpoſes, as the ſaid *J. B.* his Executors or Adminiſtrators, might, could or ought, *To* hold, receive, enjoy or take the ſame, by Virtue of the ſaid Will of the ſaid *A. K.* ſaving only the Sum of, *&c.* remaining due from, *&c.* upon Mortgage of Lands in, *&c.* which Debt and Mortgage the ſaid *J. B.* is by Agreement to retain in his Hands, and receive to his own Uſe, having allowed the ſame to the ſaid Sir *C. K.* out of the Money above-mentioned, to be paid by him to the ſaid *J. B.* *And this Indenture further witneſſeth*, That he the ſaid *J. B.* for the Conſiderations aforeſaid, *Hath* made, conſtituted and appointed, and by theſe Preſents doth make, *&c.* the ſaid Sir *C. K.* his Executors and Adminiſtrators, his true and lawful Attorney and Attornies irrevocable, in the Name of the ſaid *J. B.* but for the ſole Uſe and Benefit of the ſaid Sir *C. K.* his Executors and Adminiſtrators, *To* ask, require, demand and receive, of and from the ſeveral Perſons in the ſaid ſecond Schedule hereto annexed mentioned, *All* Debts and Sums of Money due or owing to the ſaid *M.* and *A. K.* or either of them, or to the ſaid *J. B.* as Executor as aforeſaid: *And* likewiſe to ask, require, demand and receive, of and from all other Perſon and Perſons whatſoever, (except as aforeſaid) all ſuch Debts, Duties, Sum and Sums of Money, Rents, and Arrearages of Rent, Goods, Chattels, and other Things whatſoever, which now are due, or ſhall be owing and belonging to the ſeveral Eſtates of the ſaid *M.* and *A. K.* deceaſed, or

either of them, or whereto they or either of them, or the ſaid *J. B.* as their Executor, have or hath any Right unto, or Intereſt in; And in Default of Payment thereof, or of any Part thereof, or on Refuſal or Neglect to deliver any Goods or Chattels belonging to them as aforeſaid, in the Name of the ſaid *J. B.* but for the ſole Uſe and Benefit of him the ſaid Sir *C. K.* his Executors and Adminiſtrators, by all lawful Ways and Means in Law or Equity to ſue for, recover and receive the ſame; and on Receipt thereof, or any Part thereof, to give Releaſes, Acquittances, or other Diſcharges for the ſame; and one or more Attorney or Attornies under him to make and conſtitute, and the ſame at Pleaſure to revoke, and generally to act and do all Things neceſſary and expedient in and about the Premiſſes; ratifying, allowing, and hereby confirming, all and whatſoever his ſaid Attorney or Attornies ſhall lawfully do, or cauſe to be done in the Premiſſes, by Virtue of theſe Preſents. *And* the ſaid *J. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid Sir *C. K.* his Executors and Adminiſtrators, That he the ſaid *J. B.* hath not received, releaſed or diſcharged, neither ſhall or will he, his Executors or Adminiſtrators, at any Time hereafter, receive, releaſe or diſcharge, any of the ſaid Debts, Duties, Sum or Sums of Money whatſoever in the ſaid ſecond Schedule mentioned to be due and owing, or any other Debt or Debts whatſoever, which on the ſaid Day of, *&c.* were due and belonging to the ſaid *M.* and *A. K.* as aforeſaid, or either of them: (Except the Sum of, *&c.* he received of, *&c.*) Neither ſhall or will with-

out Conſent of the ſaid Sir *C. K.* releaſe, diſcharge, or otherwiſe avoid, any Action, Suit or Proſecution, that ſhall be brought or proſecuted for them, or any of them; but ſhall and will conſent to all Proceedings whatſoever that ſhall be brought in his Name for any Debts, Duties, or other Things due, owing or belonging to the ſaid *M.* and *A. K.* or either of them. *And* the ſaid Sir *C. K.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *J. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, That he the ſaid Sir *C. K.* his Heirs, Executors and Adminiſtrators, ſhall and will at all Times ſave harmleſs and keep indemnified the ſaid *J. B.* his Heirs, Executors and Adminiſtrators, and his and their Lands and Tenements, Goods and Chattels, of and from all Coſts, Charges, Damages and Expences, which he or they ſhall ſuſtain or be put unto, for or by reaſon of any Action or Suit that ſhall be brought in his Name for any of the Debts, Duties and other Things due, owing and belonging to the ſaid *M.* and *A. K.* or either of them. *And laſtly*, The ſaid Dame *J. T.* doth hereby acknowledge to have received of the ſaid *J. B.* the ſeveral Securities in the ſaid firſt Schedule hereto annexed mentioned, relating to the Eſtates of the ſaid *J. K.* and *M. K.* *And* he the ſaid Sir *C. K.* doth hereby acknowledge to have received of the ſaid *J. B.* the ſeveral Securities in the ſecond Schedule hereunto annexed mentioned; and hath likewiſe received from him, all the Writings in his Cuſtody relating to the real Eſtates of the ſaid Sir *C. K.* *G. K.* *M.* and *A. K.* and in Conſideration thereof, they the ſaid Sir *C. K.* and Dame *J. T.* do,

and

and each of them doth acquit and diſcharge the ſaid *J. B.* of and from the ſame, and every of them; and of and from all Actions, Suits and Demands whatſoever, which they or either of them may, can or ought to have, challenge, claim or demand againſt him, for or by Reaſon of any Matter, Cauſe or Thing whatſoever, from the Beginning of the World, to the Day next before the Day of the Date hereof, either in their own ſeparate Capacities, or as the ſaid Dame *J. T.* is Adminiſtratrix of the ſaid *G. K.* her Uncle, and *M. K.* her Siſter, deceaſed. *In Witneſs*, &c.

An Aſſignment of a Judgment.

THIS Indenture Tripartite, made, *&c. Between* E. B. of, *&c.* and J. his Wife, of the firſt Part; J. W. of, *&c.* of the ſecond Part; and S. S. of, *&c.* of the third Part. *Whereas* heretofore (that is to ſay) in *Eaſter* Term, in the Year of the Reign, *&c.* the ſaid J. by the Name of J. M. in his then Majeſty's Court of *King's Bench*, *Weſtminſter*, did obtain and recover againſt the ſaid J. W. one Judgment for 400 *l.* Debt, beſides Coſts of Suit, as by the Records of the ſaid Court may appear. *And whereas* ſince obtaining the ſaid Judgment the ſaid J. hath intermarried with the ſaid E. B. and ſince that, (to wit) in *Michaelmas* Term laſt, they the ſaid E. B. and J. his Wife, have cauſed the ſaid Judgment to be revived by *Scire fac'*, and thereupon Execution awarded for them the ſaid E. B. and J. his Wife, againſt the ſaid J. W. as by the Records of the ſaid Court may alſo appear. *And whereas* the ſaid J. W. and the ſaid E. B. have this

Day accounted together of and concerning the Monies due on the ſaid Judgment, and the Intereſt thereof, and Charges thereabout, upon which Account there remains due and owing to the ſaid E. B. and J. his Wife, the full Sum of 200 *l.* *Now this Indenture witneſſeth*, That the ſaid E. B. and J. his Wife, for and in Conſideration of the Sum of 200 *l.* of, *&c.* to them in Hand paid by the ſaid S. S. by and with the Conſent and Agreement of the ſaid J. W. teſtified by his being a Party to, and ſigning and ſealing of theſe Preſents; the Receipt whereof they the ſaid E. B. and J. his Wife do hereby acknowledge; which ſaid Sum of 200 *l.* is Parcel of, and comprehended in the Sum of 350 *l.* mentioned to be the Conſideration-Money of one Indenture, bearing Date, *&c.* purporting a Mortgage made by the ſaid J. W. and others, to the ſaid S. S. They the ſaid E. B. and J. his Wife, by and with the Conſent and Agreement of the ſaid J. W. teſtified as aforeſaid, *Have*, and either of them hath aſſign'd and ſet over, and by theſe Preſents do, *&c.* fully, freely and abſolutely, aſſign and ſet over unto the ſaid S. S. her Executors, Adminiſtrators and Aſſigns, the ſaid recited Judgment, and the Monies therein mentioned: *And* alſo all the Eſtate, Right, Title, Intereſt, Benefit, Advantage, Claim and Demand whatſoever of them the ſaid E. B. and J. his Wife, in and to the ſame. *And* the ſaid E. B. and J. his Wife, for the Conſiderations aforeſaid, *Have* made, ordained, conſtituted and appointed, and by theſe Preſents do, and either of them doth make, *&c.* the ſaid S. S. his Executors and Adminiſtrators, their true and lawful Attorney and Attornies irrevocable, giving unto them

them and either of them full Power and Authority in the Names of the ſaid E. B. and J. his Wife, their Executors and Adminiſtrators, to ſue, commence and proſecute, all and all Manner of Suit and Suits, and Proſecutions in Law or Equity, Executions and other Proceſs whatſoever upon the ſaid Judgment, for and concerning the obtaining, getting, and receiving the Monies therein mentioned, and thereby due and payable, and to take and receive the ſame Monies, and the full Benefit and Advantage of all and all Manner of Executions, at any Time hereafter to be ſued forth and proſecuted upon the ſaid Judgment, *To* the only proper Uſe and Benefit of the ſaid S. S. her Executors, Adminiſtrators and Aſſigns, without any Account to be therefore given or made to the ſaid E. B. and J. his Wife, or either of them, their or either of their Executors or Adminiſtrators; and upon Receipt or Satisfaction of the Monies due on the ſaid recited Judgment, the ſaid S. S. her Executors, Adminiſtrators or Aſſigns, are hereby authorized to give Diſcharges for the ſame, and to cauſe the ſaid Judgment to be vacated and made void; and generally to do and perform all and every other Act and Acts, Thing and Things, neceſſary and expedient to be done for the obtaining, getting and receiving the Monies due and payable by the ſaid Judgment, as to the ſaid S. S. her Executors, Adminiſtrators and Aſſigns, ſhall be thought expedient; And whatſoever the ſaid S. S. her Executors, Adminiſtrators or Aſſigns, ſhall lawfully do or cauſe to be done in the Premiſſes, the ſaid E. B. and J. his Wife, their Executors, Adminiſtrators and Aſſigns, ſhall and will ratify, allow and

confirm: *And* the ſaid E. B. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid S. S. her Executors, Adminiſtrators and Aſſigns, That they the ſaid E. B. and J. his Wife, or either of them, have not nor hath releaſed, impeached, diſcharged or avoided, nor ſhall or will at any Time hereafter do or cauſe to be done any Act, Matter or Thing which may any Ways releaſe, impeach, diſcharge, hinder or avoid the ſaid recited Judgment, or any Writs, Executions, Proceſs or Proceedings whatſoever, at any Time hereafter to be had and proſecuted thereon; nor ſhall or will revoke, alter or diſannul theſe Preſents, or any Power or Authority hereby given or granted without the Direction or Conſent of the ſaid S. S. her Executors, Adminiſtrators or Aſſigns, or ſome or one of them, firſt had and obtained in Writing; but ſhall and will avow and own all ſuch lawful Writs, Executions, Proceſs and Proceedings, as the ſaid S. S. her Executors, Adminiſtrators and Aſſigns, or any other Perſon or Perſons, by her or their Procurement or Direction, ſhall bring, commence, ſue or proſecute, upon or by Reaſon of the ſaid recited Judgment. *And* the ſaid J. W. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid E. B. and J. his Wife, their Executors and Adminiſtrators, That he the ſaid J. W. his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently defend, ſave harmleſs and keep indemnified the ſaid E. B. and J. his Wife, their Executors and Adminiſtrators, and his and their Lands and Tenements, Goods and Chattels,

tels of, from and againſt all Coſts, Charges, Damages and Expences whatſoever, which they or either of them ſhall ſuſtain or be put unto for or by Reaſon or in Reſpect of any Writ or Writs, Suits or Proſecutions, either in Law or Equity, which ſhall at any Time or Times hereafter be had, ſued out or proſecuted by the ſaid S. S. her Executors or Adminiſtrators, or her or their Attorney or Attornies, upon or by Reaſon of the ſaid recited Judgment, or by Virtue, Colour or Pretence of any Power or Authority hereby given, or herein contained. *And* the ſaid E. B. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid S. S. her Executors, Adminiſtrators and Aſſigns, that he the ſaid E. B. his Executors and Adminiſtrators ſhall and will from Time to Time, and at all Times hereafter ſave harmleſs, and keep indemnified the ſaid S. S. her Executors and Adminiſtrators, and her and their Goods and Chattels, Lands and Tenements of and from all Actions, Suits, Coſts, Damages and Expences, which have been or ſhall be ſued or proſecuted by R. M. Eſq; or any claiming under him, by Virtue or Means of the ſaid Judgment, or the Money thereby ſecured or payable. *In Witneſs*, &c.

An Aſſignment of a Judgment after another Manner.

THIS *Indenture Tripartite*, made, *&c. Between* A. K. of, *&c.* and J. C. of, *&c.* Executors of the laſt Will and Teſtament of I. K. deceaſed, of the firſt Part, J. W. and R. P. of, *&c.* of the ſecond Part, and R. B.

of, &c. of the third Part: *Whereas* the ſaid I. K. deceaſed, in his Life-time, (that is to ſay) in *Eaſter* Term, in the Year of the Reign, &c. did in his Majeſty's Court of *King's Bench* at *Weſtminſter* obtain and recover againſt E. G. Eſq; the ſeveral Judgments following, for the Recovery of the ſeveral Sums of Money hereinafter expreſſed, (that is to ſay) one Judgment for two hundred Pounds Debt, beſides Coſts of Suit, one Judgment for, &c. as by the Records of the ſaid Court of *King's Bench* may more fully appear. *And whereas* the ſaid I. K. before any Execution executed on either of the ſaid Judgments, and before any Part of the ſaid ſeveral Debts were paid, died, having firſt before his Death made his Will, and the ſaid A. K. and J. C. Executors thereof: *And* the ſaid J. W. and R. P. being bail for him the ſaid E. G. in the ſaid three ſeveral Actions above-mentioned, whereon the three ſeveral Judgments aforeſaid are obtained; And they the ſaid A. K. and J. C. having proved the ſaid J. K.'s Will, did in due Form of Law ſue forth three ſeveral *Sci' Fac'* againſt the ſaid J. W. and R. P. as Bail for the ſaid E. G. for them to ſhew Cauſe why the ſaid A. K. and J. C. ſhould not have ſeveral Executions againſt them for the ſeveral Debts and Damages recovered by the ſaid Judgments, whereupon ſuch Proceedings were had in the ſaid Court, that in *Michaelmas* Term, in the Year of the Reign, &c. the ſaid A. K. and J. C. obtained and recovered againſt the ſaid J. W. and R. P. three ſeveral Judgments, that they ſhould have Executions againſt them for the ſeveral Debts and Damages aforeſaid. *Now this Indenture witneſſeth*, That the ſaid A. K. and J. C. for

and

and in Conſideration of the Sum of, &c. to them in Hand paid by the ſaid R. B. the Receipt whereof the ſaid A. K. and J. C. do hereby acknowledge, which ſaid Sum of, &c. is as well the Conſideration of theſe Preſents, as of one other Indenture bearing equal Date herewith, had and made between the ſaid A. K. and J. C. of the one Part, and the ſaid R. B. and one P. S. and J. L. of the other Part, and for divers other good Cauſes and Conſiderations them the ſaid A. K. and J. C. in this Behalf eſpecially moving, *Have* and either of them hath aſſigned and ſet over, and by theſe Preſents do and either of them doth fully, freely and abſolutely aſſign and ſet over unto the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, to his and their own proper Uſe and Behoof for ever, the ſaid ſeveral Judgments above-recited, and the Debts, Duties and Damages therein contained, and all and every the Execution and Executions, Benefit, Eſtate and Intereſt that may be had, obtained or gotten by Reaſon of the ſaid ſeveral Judgments, or any or either of them, or any Execution or Executions, ſued out or to be ſued out on them, or any or either of them. *And* the ſaid A. K. and J. C. do by theſe Preſents make, ordain, conſtitute and appoint the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, and every of them, the true, lawful and irrevocable Attorney and Attornies of them the ſaid A. K. and J. C. their Executors and Adminiſtrators, for them, and either of them, and in their or either of their Name and Names, and in the Name and Names of their and either of their Executors and Adminiſtrators, but to the only Uſe, Benefit and Behoof of the ſaid R. B. his Executors,

tors, Administrators and Assigns, to ask, levy, recover and receive of and from the Executors and Administrators of the said E. G. And also of and from the said J. W. and R. P. their Executors and Administrators, the said several Sums of Money in the said several Judgments above-recited contained, and every Part thereof; and also to sue Executions upon the said Judgments or any of them; And also the said A. K. and J. C. for themselves, their Executors and Administrators, do by these Presents give Power and Authority to the said R. B. his Executors, Administrators and Assigns, for and in the Name and Names of them the said A. K. and J. C. their Executors and Administrators, to do, cause or procure to be done, *All* and every Act and Acts, Thing and Things necessary or expedient to be done, for, in or about the suing out Execution upon the said Judgments, or any of them, or for, touching or concerning the obtaining, recovering or receiving of the Debts and Damages therein contained, and every or any Part thereof, in as large, ample and beneficial Manner and Form as the same may be done in or by Law. *And* the said A. K. and J. C. for themselves jointly and severally, and for their several Executors and Administrators, do jointly and severally covenant and grant to and with the said R. B. his Executors, Administrators and Assigns, in Manner following, (that is to say) that they the said A. K. and J. C. their Executors and Administrators, and every of them, shall and will from Time to Time, and at all Times hereafter, without any Let or Interruption, suffer the said Letter of Attorney, and the Power or Authority given or limited by these Presents,

ſents, to ſtand and continue in full Force and Effect, without any Revocation or diſannulling thereof, either directly or indirectly. *And* alſo that they the ſaid A. K. and J. C. or either of them, or any other Perſon or Perſons by their or either of their Means, Conſent or Procurement, have not, nor hath at any Time heretofore done or aſſented unto; And that they or either of them, their or either of their Executors or Adminiſtrators, or any other by their or either of their Means, Conſent or Procurement ſhall not, nor will at any Time or Times hereafter without the Conſent and Agreement of the ſaid B. R. his Executors, Adminiſtrators or Aſſigns, firſt had and obtained in Writing, under his or their Hands and Seals, do or conſent unto any Act, Matter or Thing whatſoever, whereby or by Reaſon whereof the ſaid ſeveral Judgments, or any of them, or the Debts therein contained, or any Part thereof, or any Execution, Suit, Benefit, Eſtate or Intereſt, that is, ſhall or may be had or ſued upon or by Reaſon of the ſame Judgments, or any or either of them in any wiſe is, ſhall or may be made void, releaſed, barred, diſcharged, hindred or incumbred. *And alſo*, that he the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, ſhall or may by Force of theſe Preſents lawfully ask, levy, recover, receive and enjoy the ſaid ſeveral Sums of Money above-mentioned, and every Part thereof to his and their own proper Uſe and Behoof, without the Let or Interruption of the ſaid A.K. and J.C. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, and without any Account or other Thing of or for the ſame, or any Part thereof to be yielded or demanded

to

to or by them, or any or either of them. *And alſo*, That all Suits, Extents and Executions, Eſtates and Intereſts to be had, proſecuted or obtained upon or by Reaſon of the ſaid Judgments, or any or either of them ſhall and may be had, taken and enjoyed to and by the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, to his and their own proper Uſe, Benefit and Behoof, notwithſtanding any Act or Thing by them the ſaid A. K. and J. C. done, or either of them, their or either of their Executors or Adminiſtrators. *And alſo*, that he the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter, at his and their Will and Pleaſure, and at his and their Coſts and Charges in the Law have, take and ſue out all and all Manner of lawful Actions, Suits, Writs, Proceſſes and Executions whatſoever, by and upon the ſaid ſeveral Judgments, or any or either of them, in the Name or Names of them the ſaid A. K. and J. C. their Executors and Adminiſtrators, againſt all and every Perſon and Perſons whatſoever, chargeable or to be charged by Force of the ſaid Judgments, or any of them in any Manner whatſoever. *And alſo*, That they the ſaid A. K. and J. C. their Executors and Adminiſtrators, and every of them, ſhall and will at all Times hereafter, at the like Coſts and Charges of the ſaid R. B. his Executors and Adminiſtrators, allow, juſtify and own all and every ſuch Action, Suits, Writs, Proceſſes and Executions whatſoever, which the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, or any of them at any Time hereafter, ſhall have and take out in the Name or Names of them the ſaid A. K. and

J. C. their Executors and Adminiſtrators, or any of them, by, upon or by Reaſon of the ſaid Judgments or either of them, without non-ſuing, diſavowing, diſcontinuing, withdrawing or diſcharging of the ſame, or any of them; unleſs the ſame be, by and with the ſpecial Conſent and Agreement of the ſaid R. B. his Executors or Adminiſtrators in that Behalf firſt had and obtained in Writing, under his or their Hand and Seal, or Hands and Seals. *And further*, That the ſaid A. K. and J. C. their Executors and Adminiſtrators, upon every reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid R. B. his Executors, Adminiſtrators or Aſſigns, ſhall and will make unto him and them ſuch other further good and ſufficient Letter or Letters of Attorney, Aſſurance and Aſſurances, as he or they or his or their Counſel ſhall think fit and convenient for or touching the ſaid Judgments or either of them, or any Thing that ſhall or may be had or obtained by Reaſon or Means thereof, or of any Extent or Execution thereupon to be ſued. *And* the ſaid R. B. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid A. K. and J. C. their Executors and Adminiſtrators, that he the ſaid R. B. ſhall and will at all Times hereafter well and ſufficiently ſave harmleſs and keep indemnified the ſaid A. K. and J. C. their Executors and Adminiſtrators of, from and againſt all ſuch Coſts, Charges, Expences and Damages, as they or either of them ſhall or may ſuſtain, loſe or be put unto for or by Reaſon of any Act, Proceſs or Proceedings that the ſaid R. B. ſhall do or cauſe to be done in the Names of the

ſaid

ſaid A. K. and J. C. or either of them, by Virtue of theſe Preſents, or by Virtue of any Power or Authority hereby given. *And* the ſaid R. B. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid R. P. his Executors and Adminiſtrators, that neither he the ſaid R. B. his Executors, Adminiſtrators or Aſſigns, or any of them, or any other Perſon or Perſons whatſoever, by, his, their or any of their Means, Conſent, Privity or Procurement, ſhall nor will at any Time hereafter, ſue out any Execution or Executions, upon the ſaid Judgments or either of them againſt the ſaid R. P. his Executors or Adminiſtrators, or his or their Goods and Chattels, Lands or Tenements, or any Ways ſue, diſturb, moleſt or trouble the ſaid R. P. his Heirs, Executors or Adminiſtrators, for, touching or concerning the ſaid Judgments above-recited, or any of them, or the Debts and Damages thereby due and payable, or any Part or Parcel thereof. *In Witneſs*, &c.

An Aſſignment of a Statute.

THIS *Indenture Quadripartite* made, *&c. Between* P. T. of, *&c.* Spinſter, ſole Siſter of E. late Wife of E. S. Eſq; deceaſed, which ſaid E. and P. were the Siſters and Coheirs of Sir R. T. late of, *&c.* Bart. deceaſed of the firſt Part, Sir J. W. of, *&c.* Bart. and R. T. of, *&c.* Eſq; of the ſecond Part, W. L. of, *&c.* Eſq; and T. M. of, *&c.* Eſq; of the third Part, and W. G. of, *&c.* Eſq; of the fourth Part: *Whereas* M. K. and J. M. both of, *&c.* Merchants, in and by one Recognizance, in the

Nature of a Statute Staple, bearing Date, &c. taken and acknowledged before Sir P. K. Knt. then Chief Juſtice of the Court of *Common Pleas* at *Weſtminſter*, are and ſtand bound unto T. B. Citizen and Merchant-Taylor of *London*, in the Sum of 2000 *l.* of, &c. *And whereas* in and by one Indenture Tripartite, bearing Date, &c. and made or mentioned to be made between the ſaid T. B. of the firſt Part, the ſaid M. K. and J. M. of the ſecond Part, and the ſaid Sir R. T. of the third Part, reciting as therein is recited and mentioned for ſecuring the Sum of, &c. unto him the ſaid Sir R. T. his Executors, Adminiſtrators and Aſſigns, with Intereſt for the ſame, he the ſaid T. B. by and with the Conſent and Direction of the ſaid M. K. and J. M. teſtified by their being Parties thereunto, and ſigning and ſealing thereof, did grant, transfer, aſſign and ſet over unto the ſaid Sir R. T. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Recognizance as alſo all the Benefit, Advantage, Sum and Sums of Money that might lawfully be gotten or obtained by Reaſon or Means thereof, as in and by the ſaid recited Indenture, relation being thereunto had, may more fully and at large appear. *And whereas* by certain Indentures of Leaſes and Releaſes, the Leaſes bearing Date, &c. and the Releaſes bearing Date, &c. and one of the ſaid Leaſes and Releaſes made or mentioned to be made between the ſaid Sir R. T. M. K. and J. M. of the one Part, and the ſaid Sir J. W. and R. T. of the other Part, and the other of the ſaid Leaſes and Releaſes made or mentioned to be made between the ſaid Sir R. T. and M. K. of the one Part, and the

the ſaid Sir J. W. and R. T. of the other Part, they the ſaid R. T. M. K. and R. M. did convey to the ſaid Sir J. W. and R. T. their Heirs and Aſſigns, the ſeveral Manors, Lands, Tenements and Hereditaments, in the ſaid ſeveral Indentures of Leaſes and Releaſes, particularly mentioned, for ſecuring the principal Sum of, *&c.* unto the ſaid Sir J. W. and R. T. their Executors, Adminiſtrators or Aſſigns, with Intereſt for the ſame. *And whereas* in and by one other Indenture Tripartite, bearing Date, *&c.* and made between the ſaid Sir R. T. of the firſt Part, the M. K. and J. M. of the ſecond Part, and the ſaid Sir J. W. and R. T. of the third Part, reciting therein in Effect, as is herein before recited, he the ſaid Sir R. T. by and with the Conſent and Directions of the ſaid M. K. and J. M. teſtified by their being made Parties to and ſigning and ſealing of the laſt recited Indenture, did grant, bargain, transfer, aſſign, and ſet over unto the ſaid Sir J. W. and R. T. as well the ſaid Recognizance as alſo the ſaid Tripartite Indenture, whereby the ſaid Recognizance is granted, transferred, aſſigned and ſet over unto the ſaid Sir R. T. and all the Benefit, Advantage, Sum and Sums of Money that might lawfully be gotten or obtained by Reaſon or Means thereof, as in and by the ſaid laſt recited Indenture may more fully and at large appear. *And whereas* the Names of the ſaid Sir J. W. and R. T. were uſed in the ſaid laſt recited Indenture, only as Perſons in Truſt for the ſaid Sir R. T. and his Heirs, and the ſaid recited Statute was aſſigned to them likewiſe on the ſame Truſt. *And whereas* the ſaid Sir R. T. is ſince dead,

dead, but firſt before his Death made his laſt Will and Teſtament in Writing, and did thereby deviſe all his Eſtate of Inheritance in the County of, &c. and elſewhere unto the ſaid T. M. and W. L. and their Heirs, in Truſt for the ſaid E. Wife of the ſaid E. S. and the ſaid P. T. and their Heirs. *And whereas* in and by certain Indentures of Leaſe and Releaſe bearing Date, &c. the Releaſe being Quinquepartite, and made betwen the ſaid P. T. of the firſt Part, the ſaid W. L. and T. M. of the ſecond Part, the ſaid Sir J. W. and R. T. of the third Part, A. S. and A. his Wife of the fourth Part, and the ſaid W. G. of the fifth Part, they the ſaid P. T. T. M. W. L. Sir J. W. and R. T. in purſuance of the Truſt in them repoſed as aforeſaid, *Have* granted and conveyed unto the ſaid W. G. and his Heirs, the Manor or Lordſhip of, &c. and all Lands and Tenements thereunto belonging, as in and by the ſaid laſt recited Indenture of Leaſe and Releaſe may appear. *Now this Indenture witneſſeth*, that the ſaid Sir J. W. and R. T. in purſuance and Performance of the Truſt in them repoſed by the ſaid Sir R. T. as aforeſaid, at the Inſtance and Requeſt and by the Direction and Appointment as well of the ſaid P. T. as of the ſaid W. L. and T. M. (teſtified by their being made Parties to and ſigning and ſealing of theſe Preſents), *Have* and either of them *hath* aſſigned and ſet over, and by theſe Preſents do and either of them doth aſſign, &c. unto the ſaid W. G. his Executors, Adminiſtrators and Aſſigns, the ſaid recited Recognizance or Statute Staple, and the Money therein mentioned and thereby due and payable; and all their Eſtate, Right

and Intereſt therein and thereunto; and all the Benefit and Advantage that may be lawfully had, obtained or gotten for or by Reaſon or Means thereof. *In Witneſs*, &c.

A Covenant to be added in Aſſignments of Judgments, Statutes, &c. *made to two Perſons on Purchaſes (next after the Covenant not to proſecute the Judgments, until moleſted in the Poſſeſſion of the Eſtate purchaſed,* &c.) *that the Judgments and Statutes ſhall continue in force only for the Defence of the Title, and that they are to remain in a third Perſon's Hands, and he to produce them when there may be Occaſion.*

PRovided always, and it is agreed by and between the ſaid S. B. and J. C. ſeverally, and their ſeveral Heirs, Executors and Adminiſtrators, and hereby ſo declared, that the ſaid ſeveral Judgments, Statutes and Recognizances above recited, and hereby aſſigned, ſhall remain in full force, and be only made uſe of for the Protection and Defence of each of their Titles to, and Intereſt in the Manors, Lands and Premiſſes, by each of them purchaſed as aforeſaid; and that no Proceedings ſhall be had, proſecuted or executed thereupon, but ſuch as ſhall be for the ſole Uſe of each of them the ſaid S. B. and J. C. ſeverally to re-imburſe ſuch Damages as ſhall be ſuſtained by each of them, reſpectively in regard of their being damnified by the Non-enjoyment quietly of the Manors and Lands by each of them purchaſed as aforeſaid. *And further*, that the ſaid ſeveral Judgments, Statutes and Recognizances hereby aſſigned, or any or either of them ſhall not be vacated or diſcharged without

without the joint Conſent of each of them, his and their Heirs ſeverally firſt had and obtained in Writing under their Hands and Seals. *And whereas* the ſaid ſeveral Statutes and Recognizances, and the ſeveral Aſſignments of them, and the Aſſignments of the ſeveral Judgments above recited, now are and are intended to remain in the Cuſtody and Poſſeſſion of the ſaid *S. B.* he the ſaid *S. B.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant and grant to and with the ſaid J. C. his Executors, Adminiſtrators and Aſſigns, that he the ſaid *S. B.* his Executors or Adminiſtrators, ſhall and will at the Requeſt, Coſts and Charges of the ſaid J. C. his Executors, Adminiſtrators and Aſſigns, from Time to Time produce and ſhew forth the ſaid recited Statutes and Recognizances, and the ſeveral Aſſignments of them, and the Aſſignments of the ſaid ſeveral Judgments above recited in any Court of Record or other Place where the ſaid J. C. his Executors, Adminiſtrators or Aſſigns, ſhall or may have Occaſion to make uſe of the ſame upon any Occaſion whatſoever. *In Witneſs*, &c.

Aſſignment of an Extent on an Elegit.

THIS *Indenture Tripartite*, made, *&c. Between* Sir T. D. of, *&c.* Knt. of the firſt Part; Sir J. T. of, *&c.* of the ſecond Part; and T. E. of, *&c.* and W. E. of, *&c.* of the third Part. *Whereas* the ſaid Sir T. D. in the Court of *King's Bench* at *Weſtminſter* heretofore, (that is to ſay) in the Term of S. *Hillary*, which was in the Year of the Reign, *&c.* by Judgment of the ſame Court recovered againſt

the ſaid Sir J. T. heretofore called by the Name of J. T. of, &c. Eſq; the Sum of, &c. Debt, beſides Coſts of Suit, as by the Records of the ſaid Court may more fully appear; in Payment of which ſaid Sum of, &c. the ſaid Sir J. T. hath made Default, and by reaſon thereof, the ſaid Sir T. D. ſued Execution on the ſaid Judgment, and thereupon in due Form of Law hath extended, *All* that Meſſuage, &c. of the clear yearly Value above Reprizes, the Sum of, &c. As one Moiety of the Meſſuages, Lands and Tenements, whereof the ſaid Sir J. T. was ſeiz'd, after the obtaining of the Judgment aforeſaid: All which ſaid Premiſſes, by Virtue of his Majeſty's Writ bearing Date, &c. were delivered in Execution to the ſaid Sir T. D. for the Debt and Damages aforeſaid, on, &c. for a Moiety of the Meſſuages and Lands of the ſaid Sir J. T. *To hold* to him the ſaid Sir T. D. and his Aſſigns, as his Freehold, at the yearly Value aforeſaid, until the Debt and Damages aforeſaid ſhould be thereof fully levied; as by the Proceſs and Proceedings thereof, remaining upon Record in the ſaid Court of *King's Bench, Weſtminſter*, may more fully appear. And the ſaid Sir T. D. by Virtue of the aforeſaid Judgment and Proceedings, entred upon the ſaid Premiſſes, and hath held and enjoyed the ſame ever ſince accordingly. *And whereas* upon an Account now made up between the ſaid Sir J. T. and the ſaid Sir T. D. there remains due and owing unto the ſaid Sir T. D. for Principal, Intereſt and Charges, the full Sum of, &c. and upwards, over and above all Monies by him received out of the Rents and Profits of the ſaid Premiſſes. *Now this Indenture*

denture witneſſeth, That for and in Conſideration of the Sum of, &c. to the ſaid Sir T. D. in Hand paid by the ſaid T. E. by and with the Conſent and Agreement of the ſaid Sir J. T. teſtified by his being made a Party to, and ſigning and ſealing of theſe Preſents; the Receipt whereof the ſaid Sir T. D. doth hereby acknowledge: And in Conſideration alſo of 5 *s.* of, &c. to him the ſaid Sir T. D. in Hand paid by the ſaid W. E. the Receipt whereof is hereby alſo acknowledged; and for divers other good Cauſes and Conſiderations, him the ſaid Sir T. D. in this Behalf eſpecially moving, he the ſaid Sir T. D. *Hath*, by and with the like Conſent and Agreement of the ſaid Sir J. T. teſtified as aforeſaid, granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, &c. unto the ſaid W. E. *All* and ſingular the ſaid Meſſuages and Premiſſes above-recited, to be to him delivered in Extent as aforeſaid, and every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid Sir T. D. of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the ſaid Meſſuages, Tenements and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid W. E. his Executors, Adminiſtrators and Aſſigns, for and during all ſuch Eſtate, Term and Intereſt, as the ſaid Sir T. D. can or might have, or is intereſted therein, by Virtue of the aforeſaid Judgment, and the Proceedings thereon: *In Truſt* nevertheleſs for the ſaid T. E. his Heirs Executors, Adminiſtrators and

Aſſigns. *And* the ſaid Sir T. D. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, that the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, or the ſaid W. E. *in Truſt* as aforeſaid, ſhall and may from Time to Time, and at all Times from henceforth, during all the reſt and Reſidue of the Term and Intereſt above-recited, which is yet to come and unexpired, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of the ſaid Sir T. D. his Executors, Adminiſtrators and Aſſigns, and every of them, and all and every other Perſon and Perſons whatſoever claiming in, by, from or under him, them, or any of them. *And alſo*, that the ſaid Judgment and Extent above recited are ſtill in Force, and not vacated, releaſed, or otherwiſe diſcharged. *And* the ſaid Sir T. D. for himſelf, his Executors and Adminiſtrators, doth further covenant and grant to and with the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, that the ſaid Sir T. D. hath not done or committed, nor will he, his Executors or Adminiſtrators, at any Time hereafter do or commit any Act, Matter or Thing whatſoever, whereby, or by Means whereof, the ſaid recited Judgment, or any Writs, Executions, Proceſſes or Proceedings had, or thereupon hereafter to be had, are, is, ſhall or may be vacated, releaſed, or otherwiſe diſcharged, without the Conſent of the

ſaid T. E. his Executors or Adminiſtrators; but ſhall and will allow and own all ſuch lawful Writs, Executions, Proceſſes and Proceedings already had, or which the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, ſhall at any Time commence, ſue or proſecute, upon or by reaſon of the ſaid recited Judgment. *And* the ſaid T. E. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid Sir T. D. his Executors and Adminiſtrators, that he the ſaid T. E. his Executors or Adminiſtrators, ſhall and will at all Times hereafter, ſave harmleſs, and keep indemnified the ſaid Sir T. D. his Executors and Adminiſtrators, of and from all Actions, Suits, Loſſes, Expences and Damages whatſoever, which ſhall or may be brought againſt or happen to him or them, by Reaſon or Means of the ſaid recited Judgment, or any Execution or other Proceſs to be taken forth or proſecuted thereon, or by Reaſon or Means of the Aſſignment hereby made, or any Power or Authority therein contained. *In Witneſs*, &c.

An Aſſignment of an Extent and Inquiſition.

THIS *Indenture* made, *&c. Between J. O.* of, *&c.* Executor of the laſt Will and Teſtament of *R. O.* late of, *&c.* deceaſed, of the one Part; and *E. L.* of, *&c. J. H.* of, *&c.* and *B. W.* of, *&c.* of the other Part. *Whereas R. B.* of, *&c.* on, *&c.* in the Year, *&c.* at the City of *B.* in and by one Recognizance or Statute Merchant, taken and acknowledged before *C. G.* Eſq; then Mayor of the ſaid City, Keeper of the greater Piece of the Seal, ap-

pointed for ſealing of Statutes Merchant within the ſaid City, and *R. A.* Eſq; Keeper of the leſſer Piece of the ſaid Seal, deputed for taking Recognizances of Merchants Debts within the ſaid City, did acknowledge himſelf to owe and ſtand indebted to the ſaid *R. O.* in the Sum of, *&c.* as by the ſaid Recognizance may appear. *And whereas* the ſaid *R. O.* afterwards died, having before his Death made his laſt Will and Teſtament in Writing, and thereof conſtituted and appointed the ſaid *J. O.* his Son, ſole Executor, who duly proved the ſame Will. *And whereas* afterwards the ſaid *J. O.* ſued out an Extent on the ſaid Recognizance, directed to the Sheriff of, *&c.* bearing Date, *&c.* whereby the ſaid Sheriff was commanded, that all the Lands and Tenements in his Balywick, whereof the ſaid *R. B.* was at the Time of entring into the ſaid Recognizance, or at any Time after ſeized, ſhould be inquired into, and the Values aſſerted, and ſhould cauſe the ſame to be delivered to the ſaid *J. O.* at a reaſonable Price and Extent, *To hold* to him the ſaid *J. O.* and his Aſſigns as his Freehold, according to the Form of the Statute in that Caſe made and provided, until his ſaid Debt, together with his Damages and Coſts, would be fully levied, as by the ſaid Extent duly filed may appear. *And whereas* upon an Inquiſition taken at, *&c.* the Day and Year, *&c.* it was (amongſt other Things) found, that the ſaid *R. B.* was ſeized in his Demeſne, as of Fee, at the Time of the entring into the ſaid Recognizance, and at the Time of taking the ſaid Inquiſition, of and in one Meſſuage, *&c.* with the Appurtenances, in, *&c.* then or then late in the

Tenure

Tenure or Occupation of, &c. of the clear yearly Value in all Iſſues above Reprizes of, &c. And alſo of and in one other Meſſuage, &c. which ſaid Meſſuages and Lands the ſaid Sheriff, on the Day of taking the ſaid Inquiſition, cauſed to be delivered to the ſaid *J. O.* by Virtue of the ſaid recited Extent and Inquiſition, *To hold* to the ſaid *J. O.* and his Aſſigns, as his Freehold, according to the Form of the Statute in that Caſe made and provided, until his ſaid Debt and Damages, together with the Coſts and Charges, ſhould be fully levied. *Now this Indenture witneſſeth*, That the ſaid *J. O.* for and in Conſideration of theSum of, &c. to him in Hand paid by the ſaid *E. L.* and in Conſideration alſo of the Sum of 5 *s.* of like, &c. to him in Hand paid by the ſaid *J. H.* and *B. W.* the Receipt of which ſaid ſeveral Sums he the ſaid *J. O.* doth hereby confeſs and acknowledge; he the ſaid *J. O.* by the Direction and Appointment of the ſaid *E. L.* teſtified by his joining herein, and ſigning and ſealing hereof, *Hath* granted, bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth grant, &c. unto the ſaid *J. H.* and *B. W.* *All* and ſingular the ſaid Meſſuages, Tenements and Premiſſes above recited, to have been to him delivered as aforeſaid, on Extent, and every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *J. O.* of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the ſaid Meſſuages, or Tenements and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances,

purtenances, unto the ſaid *J. H.* and *B. W.* their Executors, Adminiſtrators and Aſſigns, for and during all ſuch Eſtate, Term and Intereſt, which the ſaid *J. O.* can or may have or be intereſted therein, by Virtue of the aforeſaid Extent and Inquiſition, or otherwiſe; *In Truſt* nevertheleſs to and for the only proper Uſe and Behoof of the ſaid E. L. his Executors, Adminiſtrators and Aſſigns. *And* the ſaid *J. O.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *E. L.* his Executors, Adminiſtrators and Aſſigns, that the ſaid *E. L.* his Executors, Adminiſtrators or Aſſigns, or the ſaid *J. H.* and *B. W.* *in Truſt* as aforeſaid, ſhall and may from Time to Time, and at all Times from henceforth, during all the reſt and Reſidue of the Term and Intereſt above recited, which is yet to come and unexpired, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of the ſaid *J. O.* his Executors, Adminiſtrators and Aſſigns, and every of them, and of all and every other Perſon and Perſons whatſoever, claiming by, from or under him, them, or any of them. *And alſo*, that the ſame Recognizance, Extent, and Inquiſition above recited, are ſtill in full Force, and not vacated, releaſed, or otherwiſe diſcharged. *And alſo*, that he the ſaid *J. O.* hath not done or committed; nor will he, his Executors or Aſſigns, at any Time hereafter, do or commit any Act, Matter or Thing whatſoever, whereby or by Means

whereof

whereof the ſaid recited Recognizances, or any Writs, Executions, Proceſſes or other Proceedings already had, or hereafter to be had thereupon, are, is, ſhall or may be vacated, releaſed, or otherwiſe diſcharged, without the Conſent of the ſaid *E. L.* his Executors or Adminiſtrators; but ſhall and will allow and own all ſuch lawful Writs, Executions, Proceſſes or Proceedings already had, or which the ſaid *E. L.* his Executors, Adminiſtrators or Aſſigns, ſhall at any Time commence, ſue or proſecute, upon or by reaſon of the ſaid recited Recognizance. *And* the ſaid *E. L.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *J. O.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *E. L.* his Executors or Adminiſtrators, ſhall and will at all Times hereafter, ſave harmleſs and keep indemnified the ſaid *J. O.* his Executors and Adminiſtrators, of and from all Actions, Suits, Loſſes, Expences and Damages whatſoever, which ſhall or may be brought or happen to him or them, by Reaſon or Means of the ſaid recited Recognizance, or any Proceſs to be taken forth or executed thereon, or by Reaſon or Means of the Aſſignment hereby made, or any Power or Authority herein contained. *In Witneſs*, &c.

An

An Aſſignment of a Bankrupt's Goods and perſonal Eſtate, made from the Commiſſioners to one of the chief Creditors of the Bankrupt, in Truſt, to be ſold for the Benefit of all the Creditors.

THIS *Indenture* made, *&c. Between* N. W. of, *&c.* T. K. of, *&c.* T. E. of, *&c.* and F. Y. of, *&c.* of the one Part; and J. V. of, *&c.* of the other Part. *Whereas* the King's Majeſty's Commiſſion under the Great Seal of *Great Britain*, grounded upon the ſeveral Statutes made concerning Bankrupts, bearing Date, *&c.* hath been awarded againſt J. W. of, *&c.* and directed to the ſaid N. W. T. K. *&c.* thereby giving full Power and Authority unto the ſaid Commiſſioners, or three of them, whereof the ſaid N. W. or T. K. to be one, to execute the ſame; as by the ſaid Commiſſion, Relation being thereunto had, it doth and may more fully appear. *And whereas* the ſaid Commiſſioners having begun to put the ſaid Commiſſion in Execution, upon due Examination of Witneſſes and other good Proof upon Oath before them taken, do find that the ſaid J. W. hath for the Space of 7 Years before the Date of the Commiſſion, or thereabouts, uſed and exerciſed the Trade and Profeſſion of, *&c.* at his Houſe within, *&c.* and ſought and endeavour'd to get his Living by Buying and Selling; and that he the ſaid J. W. ſo ſeeking and endeavouring to get his Living by Buying and Selling during the Time of the ſaid Trading and Dealing, *Did* become juſtly and truly indebted unto the above-named J. V. and other his Creditors, in the Sum

Sum of 1000*l.* and upwards; and being ſo indebted, he the ſaid J. W. did in the Judgment of the ſaid Commiſſioners, become Bankrupt to all Intents and Purpoſes within the Compaſs, true Intent and Meaning of the ſeveral Statutes made concerning Bankrupts, or within ſome or one of them, before the Date and ſuing forth of the ſaid Commiſſion. *And whereas* the ſaid Commiſſioners having alſo found out and diſcovered, that the ſaid J. W. at the Time, and ſince he became a Bankrupt as aforeſaid, was poſſeſſed or intereſted in, or well intitled to, divers Goods, Wares, Merchandizes, Houſhold-Stuff, and Implements of Houſhold, Bedding, Linen, Braſs, Pewter, and other Commodities mentioned in the Schedule indented hereto annexed. *And whereas* the ſaid Commiſſioners do further find, that there are divers Debts, Sum and Sums of Money, due and owing to the ſaid J. W. and his Eſtate, by and from divers and ſundry Perſons; the Particulars of which ſaid Debts, and the ſeveral and reſpective Perſons Names that do ſeverally and reſpectively owe the ſame, are alſo mentioned, ſet down and expreſſed in the ſaid Schedule hereunto annexed. *Now this Indenture witneſſeth*, That the ſaid Commiſſioners, by Force and Virtue of the ſaid Commiſſion, and the ſeveral Acts of Parliament therein mentioned and expreſſed, and in Conſideration of the Covenants herein after, on the Part and Behalf of the ſaid J. V. his Heirs, Executors and Adminiſtrators, covenanted to be performed and done, *Have* ordered, aſſigned and ſet over, and by theſe Preſents do as much as in them the ſaid Commiſſioners lie, and they lawfully may, order, aſſign

aſſign and ſet over unto the ſaid J. V. the before-mentioned Goods, Wares, Merchandizes, Houſhold-ſtuff, and Implements of Houſhold, Bedding, Linen, Braſs, Pewter, and other Commodities in the ſaid Schedule mentioned, and every Part and Parcel thereof, and all other Goods, Wares and Merchandizes, belonging to the ſaid J. W. or his Eſtate, at the Time when or ſince he became a Bankrupt, as aforeſaid: And alſo all the Debts, Sum and Sums of Money, mentioned and expreſſed in the ſaid Schedule annexed; and all other Debts at the Time of the ſaid J. W. becoming a Bankrupt as aforeſaid, or any Time ſince, due and owing unto the ſaid J. W. by or from the Perſons therein named as Debtors, or any other Perſon or Perſons whatſoever; *To have and to hold* the ſaid Goods, Wares, Merchandizes, and all and ſingular other the Premiſſes, and every Part thereof: And alſo the ſaid Debts, Sum and Sums of Money, ſo mentioned, ſet down and expreſſed in the ſaid Schedule annexed: And alſo all Debts, Sum and Sums of Money, whatſoever due and owing unto the ſaid J. W. and his Eſtate, by and from the reſpective Perſons therein named and mentioned as Debtors, or any other Perſon or Perſons whatſoever, to the ſaid J. V. his Executors and Aſſigns for ever; *In Truſt* to and for the Uſe, Benefit, Behoof and Advantage of the ſaid J. V. and of all other the Creditors of the ſaid J. W. who have already ſought, or ſhall hereafter in due Time come in as Creditors into the ſaid Commiſſion and ſeek Relief thereby, and contribute to the Charges thereof, according to the Direction and Limitation of the ſeveral

ral Statutes in that Behalf made and provided, and to or for none other Uſe, Intent or Purpoſe whatſoever. *And* the ſaid J. V. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe, grant and agree, to and with the ſaid Commiſſioners, and to and with each and every of them, in Manner and Form following; (that is to ſay) That he the ſaid J. V. his Executors or Adminiſtrators, or ſome or one of them, ſhall and will with all covenient Speed ſell and diſpoſe of the ſaid Goods, Wares, Merchandizes and Premiſſes, for the moſt he can get for the ſame; and by all lawful Ways and Means ſue for, and recover the Debts mentioned in the ſaid Schedule hereto annexed. And from and after the Recovery and Receipt thereof, ſhall and will, upon reaſonable Requeſt and Notice in Writing to him for that Purpoſe made or given by the ſaid Commiſſioners, or by the major Part of them, make and give a juſt, true and perfect Account unto the ſaid Commiſſioners, of all Sum and Sums of Money as he ſhall have raiſed by ſuch Sale, as ſoon as he ſhall have received the ſame; and of all Sums of Money as he the ſaid J. V. ſhall have raiſed and received out of the Debts hereby aſſigned by Force and Virtue of theſe Preſents: And ſhall pay over all ſuch Sums of Money as he ſhall have ſo raiſed, gotten, had or received, unto the ſaid Commiſſioners, or the major Part of them, or diſpoſe thereof as they ſhall order, direct or appoint; *To* the end the ſaid Commiſſioners may order, diſtribute, divide and diſpoſe thereof, for and towards the Payment and Satisfaction of the Debts due and owing by the ſaid J. W. to ſuch of his Creditors

Creditors who have already ſought, or as ſhall hereafter in due Time come in and ſeek Relief by Virtue of the ſaid Commiſſion, and contribute towards the Charges thereof as aforeſaid. *And further*, That he the ſaid J. W. his Heirs, Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave, defend, and keep harmleſs and indemnified, the ſaid Commiſſioners, and every of them, their and every of their Executors and Adminiſtrators and their and every of their Bodies, Lands and Tenements, Goods and Chattels, of and from all Manner of Actions, Coſts, Suits, Arreſts, Loſſes, Damages and Expences whatſoever, which they or any of them ſhall or may ſuffer, ſuſtain, or be put unto, for or by reaſon of this preſent Deed of Aſſignment, or any other Matter or Thing whatſoever, lawfully done or executed by Virtue of the ſaid Commiſſion, or their or any of their lawful Intermeddlings or Dealings in any of the Eſtates of the ſaid J. W. by Force, Virtue, or Colour thereof. *In Witneſs*, &c.

An Aſſignment over of the real Eſtate of a Bankrupt, to one of the Creditors for the Uſe and Benefit of all of them that ſue out the Commiſſion.

THIS *Indenture* made, *&c. Between* A. B. C. D. E. F. *&c.* of the one Part, and L. M. of, *&c.* of the other Part. *Whereas* the King's Majeſty's Commiſſion under the Great Seal of *Great Britain* grounded upon the Statutes made concerning Bankrupts bearing Date, *&c.* hath been awarded againſt G. H. of, *&c.*

[Here recite the Commiſſion, and Proof of the Party's being a Bankrupt, &c.] *And whereas* the ſaid Commiſſioners, Parties to theſe Preſents, have by due Examination of Witneſſes found out and diſcovered that the ſaid G. H. at the Time he became a Bankrupt as aforeſaid, was ſeiſed in Fee, or of ſome other Eſtate of Inheritance, or otherwiſe intereſted in or intitled unto *All* that Meſſuage or Tenement ſituate, &c. together with all and ſingular the Buildings, Outhouſes, Ways, Waters, Eaſements, Hereditaments and Appurtenances to the ſaid Meſſuage and Premiſſes belonging, or at any Time uſed, occupied or enjoyed, or accepted, reputed, or taken as Part, Parcel, or Member thereof; which ſaid Meſſuage and Premiſſes are now or lately were in the Tenure or Poſſeſſion, &c. *Now this Indenture witneſſeth*, That the ſaid Commiſſioners, Parties to theſe Preſents, in further Execution of the ſaid Commiſſion and Statutes therein mentioned; and by Force and Virtue thereof, and for and in Conſideration of the Truſts and Covenants herein after on the Part and Behalf of the ſaid L. M. his Heirs and Aſſigns, covenanted to be done and performed, fulfilled and kept, and alſo of 5 *s.* of, &c. to them the ſaid Commiſſioners in Hand paid by the ſaid L. M. the Receipt whereof is hereby acknowledged, *Have* bargained, ſold, ordered and aſſigned, and by theſe Preſents do, as much as in them the ſaid Commiſſioners, Parties to theſe Preſents lieth, and they lawfully may, bargain, ſell, &c. unto the ſaid L. M. his Heirs and Aſſigns, *All* and ſingular the ſaid Meſſuage or Tenement and Premiſſes above mentioned; and

alſo all other Meſſuages, Lands, Tenements and Hereditaments whatſoever, whereof or wherein he the ſaid G. H. had or claimed, at the Time of his becoming a Bankrupt as aforeſaid, or at any Time ſince, any Eſtate of Freehold or Inheritance, ſituate, lying and being in, *&c.* aforeſaid, with their and every of their Appurtenances, together with all Ways, Waters, Watercourſes, Lights, Eaſements, Buildings, Gardens, Profits, Commodities, Privileges and Advantages whatſoever, to the ſaid Meſſuage, Lands, Tenements and Premiſſes, or any Part thereof, belonging or appertaining; and therewithal now or at any Time heretofore uſed, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel, or Member thereof. And the Reverſion and Reverſions, with the Rents, Iſſues and Profits of the ſaid Premiſſes, and of every Part thereof with the Appurtenances: And all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of the ſaid G. H. at the Time of his becoming Bankrupt as aforeſaid, of, in, and to the ſaid Premiſſes, and every, or any Part or Parcel thereof; *To have and to hold* the ſaid Meſſuage and Tenement, Lands and Premiſſes, to the ſaid L. M. his Heirs and Aſſigns for ever; *In Truſt* nevertheleſs to and for the Uſe and Behoof of the ſaid L. M. and all other the Creditors of the ſaid G. H. who have already ſought, or ſhall hereafter in due Time come in and ſeek Relief by Virtue of the ſaid Commiſſion, and contribute towards the Charge thereof, according to the Direction of the ſeveral Statutes in the ſaid Commiſſion mentioned. *And* the ſaid L. M. for himſelf, his Heirs, Executors, Ad-

Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid Commiſſioners, Parties to theſe Preſents, and every of them, their and every of their Executors and Adminiſtrators, by theſe Preſents in Manner following, (that is to ſay) That he the ſaid L. M. his Heirs and Aſſigns, or ſome or one of them ſhall and will with all convenient Speed, enter into and upon, and take Poſſeſſion of the ſaid Meſſuage, Lands and Tenements, and all other the Premiſſes, with the Appurtenances herein before bargained, ſold and aſſigned, or ſhall and will forthwith ſue for and endeavour to recover Poſſeſſion of the ſame; and after Poſſeſſion had and obtained, ſhall and will with like convenient Speed, make Sale or other Diſpoſition of the ſaid Premiſſes, to and for the beſt Price he or they may or can, *bona fide*, get or procure for the ſame. *And further*, that he the ſaid L. M. ſhall and will from Time to Time, and at all Times hereafter, upon reaſonable Requeſt and Notice, render and give into the ſaid Commiſſioners, Parties to theſe Preſents, or unto ſuch other Commiſſioners as by any future Commiſſion againſt the ſaid G. H. ſhall be hereafter authorized to take the ſame, at ſuch Time and Place, Times and Places as they ſhall appoint a true, juſt, fair and perfect Account in Writing, of whatſoever Money or other Satisfaction he the ſaid L. M. his Heirs or Aſſigns, ſhall have had, recovered or received, by Virtue or Means of this preſent Deed of Bargain, Sale and Aſſignment or otherwiſe, out of the Eſtate of the ſaid G. H. And all ſuch Money or other Satisfaction as upon every ſuch Account, ſhall appear to be

had and received by him the ſaid L. M. his Heirs, Executors or Adminiſtrators, he the ſaid L. M. his Heirs or Aſſigns, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid Commiſſioners, Parties to theſe Preſents, or to be authorized as aforeſaid, to the End the ſame may be by them ordered, diſpoſed, and proportionably diſtributed and divided, and ſet over unto the ſaid L. M. his Executors and Adminiſtrators, and all other the Creditors of the ſaid G. H. who have already ſought, or ſhall hereafter come in and ſeek Relief for their reſpective Debts, by Virtue of the ſaid Commiſſion, and contribute towards the Charges thereof, according to the ſaid ſeveral Statutes in that caſe made, and the true Intent and Meaning of the ſaid Commiſſion. And of ſuch Deed or Deeds of Dividend and Diſtribution as ſhall be hereafter made and executed, of or concerning the ſame: *And laſtly*, the ſaid L. M. for himſelf, his, *&c.* doth covenant, promiſe, grant and agree to and with the ſaid Commiſſioners, Parties to theſe Preſents, their Executors, *&c.* that he the ſaid L. M. his Heirs, Executors, *&c.* ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave, keep harmleſs and indemnified them the ſaid Commiſſioners, Parties to theſe Preſents, their and every of their Bodies, Lands, Tenements, Goods and Chattels, of and from all Manner of Action and Action, Suits, Arreſts, Troubles, Charges, Damages and Expences whatſoever, which they, or any, or either of them, ſhall or may ſuffer, ſuſtain, or be put unto, for or by Reaſon

ſon of this preſent Deed of Aſſignment, or of any Act or Acts, Thing or Things whatſoever, lawfully done or executed by them, or any, or either of them, by Virtue of the ſaid Commiſſion, or by their, any, or either of their lawful intermeddling with the Eſtate of the ſaid G. H. *In Witneſs*, &c.

An Aſſignment and Dividend of all a Bankrupt's Eſtate, to and amongſt all his Creditors, according to the Direction of the Statutes.

THIS *Indenture* made, *&c. Between* A. B. of, *&c.* Eſq; C. D. and E. F. of, *&c.* Gent. of the one Part, and L. M. of, *&c.* T. R. S. W. *&c.* Creditors of G. H. late of, *&c.* of the other Part. *Whereas* the King's Majeſty's Commiſſion, under the great Seal, *&c.* [Here ſet forth the Commiſſion, and the ſaid G. H.'s being become a Bankrupt within the meaning of the Statutes]. *And whereas* the ſaid Commiſſioners, Parties to theſe Preſents, in further Execution of the ſaid recited Commiſſion, upon due Examination of Witneſſes, and other good Proof before them, had and taken, having found that there were divers Debts and Sums of Money, due, owing and belonging unto the ſaid G. H. and to his Eſtate, by and from ſeveral Perſons. And alſo that the ſaid G. H. at the Time of the executing of the ſaid Commiſſion, had and was poſſeſſed of divers, Goods, Wares and Merchandizes then remaining and being in his ſaid Dwelling-houſe, ſituate, *&c.* They the ſaid Commiſſioners, Parties to theſe Preſents, by Indenture under their Hands and Seals duly executed, bearing Date, *&c.* for the Conſiderations, and

the Uſes, Intents and Purpoſes therein mentioned, order, diſpoſe, aſſign and ſet over, unto the above-named L. M. T. R. &c. their Executors and Adminiſtrators, *All* and ſingular the Debts, Sum and Sums of Money, Wares and Merchandizes, and all other the Eſtate of the ſaid G. H. particularly mentioned in the Schedule or Inventory to the ſaid Deed or Indenture of Aſſignment annexed, as by the ſaid Deed or Indenture may more fully appear. *And whereas* the ſaid L. M. T. R. &c. have actually gotten and received into their Hands or Poſſeſſion, by Virtue of the ſaid Aſſignment, divers Wares, Goods and Merchandizes, of or belonging to the ſaid G. H. Part whereof they have ſold and have receiv'd the Money due for the ſame; and the Reſt and Reſidue thereof are ſtill remaining in their Hands or Cuſtody, being of the Value of, &c. as the ſame have been appraiſed by two skilful and indifferent Appraiſers, the Particulars of which Goods, Wares and Merchandizes are mentioned and expreſſed in the Schedule indented hereunto annexed; and they the ſaid L. M. T. R. &c. having receiv'd the ſeveral Debts and Sums of Money, amounting to, &c. the Particulars whereof are mentioned and expreſſed in the Schedule alſo hereunto annex'd, &c. *And whereas* the ſaid Commiſſioners, Parties to theſe Preſents in further Execution of the ſaid Commiſſion, upon ſufficient Proof upon Oath before them taken have alſo found, &c. *And whereas* the ſeveral Creditors above-named, have claimed, and do claim to be due and owing to them ſeverally and reſpectively, by and from the ſaid G. H. the ſeveral Sums of Money amounting to, &c. the Particulars

whereof are alſo ſet down and expreſs'd in the ſaid Schedule, indented to theſe Preſents annexed. And the ſaid Creditors have already made, and do by theſe Preſents (teſtified by their being Parties to, and ſigning and ſealing hereof) make it their Requeſt unto the ſaid Commiſſioners, Parties to theſe Preſents, to diſtribute, divide and ſet over unto and amongſt them the ſaid Creditors above-named, the ſaid Goods, Wares, Merchandizes, Debts and Sums of Money in the ſaid Schedules indented, hereunto annexed, mentioned and expreſſed, for and towards Payment and Satisfaction of their ſaid reſpective Debts. *And whereas* the Space of four Months ſince the Date and ſuing forth of the ſaid Commiſſion is fully expired, and ſufficient Notice has been given of the intended making of this preſent Deed of Diſtribution, by publiſhing the ſame in the Gazette as the Statutes require, and no other Creditor or Creditors of the ſaid G. H. than the ſaid Creditors above-named, as Parties to theſe Preſents, have as yet come in and ſought Relief by the ſaid Commiſſion, or paid or contributed towards the Charge thereof, according to the Direction of the ſaid Statutes, for any Debt or Debts due or owing, or claimed to be due or owing by or from the ſaid G. H. *Now this Indenture witneſſeth*, That the ſaid Commiſſioners, Parties to theſe Preſents, by Force and Virtue of the ſaid recited Commiſſion, and of the Statutes therein mentioned, and in further Execution thereof, and to the End that a due and legal Diſtribution may be had and made of the ſaid Goods, Wares, Merchandizes, Debts and Sums of Money in the ſaid Schedule hereunto annexed particularly

mentioned and expreſſed, *Have* ordered, diſtributed, divided, aſſigned and ſet over, and by theſe Preſents do, as much as in them the ſaid Commiſſioners lieth, and they lawfully may, order, diſtribute, divide, aſſign and ſet over unto and amongſt the ſaid Creditors above-named, Parties to theſe Preſents, *All* and ſingular the ſaid Goods, Wares, Merchandizes, Debts and Sums of Money above-mentioned, in Manner following (that is to ſay) to each and every of them, the ſaid Creditors above-named, a Part and Portion of the ſame, Share and Share alike, according to the Quantity and Proportion of his or their ſeveral and reſpective Debts in the Schedule indented, hereunto annexed, mentioned and expreſſed (*viz.*) to the ſaid L. M. the Sum of, *&c.* to the ſaid T. R. the Sum of, *&c.* to the ſaid S. W. the Sum of, *&c.* and alſo to the ſaid L. M. the Goods, *&c.* the ſaid T. R. *&c. To have, hold,* receive and enjoy the ſaid Goods, Wares, Debts and Sums of Money, and every Part and Parcel thereof, unto and amongſt the ſaid Creditors, Parties to theſe Preſents, their Executors and Adminiſtrators, as their own proper Eſtate for ever, for and towards Payment or Satisfaction of their ſaid ſeveral and reſpective Debts, ſubject nevertheleſs to the Proviſo or Condition following. *Provided* always, and upon this Condition, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of all the Parties, to the ſame, that all and every the Creditor and Creditors, who have not already made due Proof of his and their Debts ſo claimed, as aforeſaid, before them the ſaid Commiſſioners, Parties to theſe Preſents, or the major Part of the

the Commiſſioners by the ſaid Commiſſion authorized, or otherwiſe by due Courſe of Law to be by them allow'd of and ſign'd in Writing under their Hands, or the Hand of one of them, if they ſhall neglect or refuſe to make ſuch full and due Proof of his or their Debts, ſo claimed, within the Space of, *&c.* next after Notice in Writing for that Purpoſe ſhall be given to him or them, or left at his or their Houſe of Habitation, Lodging, or laſt Place or Places of Abode, that then, and in ſuch caſe, every ſuch Perſon and Perſons reſpectively, ſhall be and are hereby wholly excluded and debarred of and from this preſent Deed of Diſtribution, and from all or any Share, Benefit or Advantage hereby ariſing, or to be hereby had or made, for or in reſpect of his or their Debt or Debts, ſo claimed as aforeſaid, or ſo much thereof as ſhall not be duly prov'd in Manner aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* that then and thereupon the Part, Share and Proportion of the ſaid Goods, Wares, Debts and Sums of Money, by theſe Preſents, intended to be divided or diſtributed, or which might or ought to have been divided or diſtributed among, or belonged, or been paid unto ſuch of the ſaid Creditors ſo making Default of Proof as aforeſaid, ſhall be and remain, and the ſame is hereby diſtributed, divided and ſet over unto and amongſt ſuch other of the abovenamed Creditors of the ſaid G. H. as have already, or ſhall hereafter duly and fully prove their ſaid Debts in ſuch Manner as is herein before mentioned and appointed, any Thing in theſe Preſents contained to the contrary notwithſtanding. *And* all and every the ſaid Cre-

Creditors, Parties to theſe Preſents for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and not jointly, or one for the other, do, and each of them doth covenant, promiſe, grant and agree to and with the ſaid Commiſſioners, Parties to theſe Preſents, their reſpective Executors and Adminiſtrators, and to and with every of them by theſe Preſents, that they the ſaid L. M. J. R. and the reſt of the Creditors of the above-named G. H. and their Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified, the ſaid Commiſſioners, Parties to theſe Preſents, and the reſt of the Commiſſioners by the ſaid Commiſſion authorized, their and every of their Lands, Tenements, Goods, Chattels and Eſtates, and every Part thereof, of, from, and againſt all Manner of Actions, Suits, Arreſts, *&c.* which they or any of them ſhall or may ſuſtain, or be put unto for or by Reaſon or Means of this preſent Deed or Diſtribution, or any other Act, *&c.* *In Witneſs*, &c.

An Aſſignment of a Truſt in a Mortgage.

THIS *Indenture* made, *&c.* *Between* R. H. of, *&c.* of the one Part; and *A. N.* of, *&c.* of the other Part. *Whereas* in and by one Indenture, bearing Date, *&c.* made between *A. B.* of, *&c.* the one Part, and the ſaid *R. H.* of the other Part [*Here recite a Mortgage of ſeveral Manors to R. H.*] as in and by the ſaid recited Indenture, Relation being thereunto had, more fully and at large it doth and

and may appear. *Now this Indenture witneſſeth*, and the ſaid *R. H.* doth hereby declare and acknowledge, That the Sum of, *&c.* in the ſaid Indenture mentioned, was all the proper Money of the ſaid *A. N.* and not any Part thereof the Money of the ſaid *R. H.* and that the Name of him the ſaid *R. H.* was uſed therein only in Truſt for the ſaid *A. N.* *And* therefore the ſaid *R. H.* in Purſuance of the Truſt in him repoſed by the ſaid *A. N.* and for and in Conſideration of the Sum of 5*s.* to him paid by the ſaid *A. N.* *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid *A. N.* his Executors, Adminiſtrators and Aſſigns, *All* and ſingular the ſaid Manors, Lands and Premiſſes before mentioned, and all and ſingular other the Lands, Tenements and Hereditaments whatſoever, in and by the ſaid recited Indenture to him the ſaid *R. H.* demiſed and granted, with their and every of their Appurtenances: And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Property, Claim and Demand whatſoever of him the ſaid *R. R.* of, in and to the ſaid Premiſſes, and every Part and Parcel thereof, together with the ſaid recited Indenture; *To have and to hold* the ſaid Manors, Lands, Tenements, Hereditaments and all and ſingular other the Premiſſes hereby granted and aſſigned, or mentioned or intended to be granted or aſſigned with their and every of their Appurtenances unto the ſaid *A. N.* his Executors, Adminiſtrators and Aſſigns, for and during all ſuch Term and Eſtate, as he the ſaid *R. H.* hath or ought to have therein. *And* the ſaid *R. H.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns,

Aſſigns, doth covenant and grant to and with the ſaid *A. N.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *R. H.* hath not made, done, or committed or cauſed, or procured to be made, *&c.* any Act, Matter or Thing whereby the ſaid Manors, Lands, and Premiſſes, or any Part thereof, are or may be charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. *In Witneſs*, &c.

An Aſſignment of a Truſt in a Mortgage for a Perſon under Age, made to him at his Age of 21, *with his Releaſe to the Truſtees, and Acceptance of the Aſſignment in full of what he claims by his Father's Will, and alſo his Releaſe to the Executor.*

THIS Indenture Tripartite made, *&c. Between* J. B. of, *&c.* I. C. of, *&c.* and W. D. of, *&c.* of the firſt Part, J. E. of, *&c.* Widow, (late Wife of T. E. late of, *&c.* and heretofore the Wife and Executrix of the laſt Will and Teſtament, *&c.* of J. F. late of, *&c.*) of the ſecond Part, and W. F. of, *&c.* Son of the ſaid J. by the ſaid J. F. of the third Part: *Whereas* the ſaid T. E. by Indenture bearing Date, *&c.* for the Conſiderations therein mentioned, did demiſe, grant and to Farm let unto the ſaid J. B. I. C. and W. D. *All* that Meſſuage, *&c. To hold* to the ſaid J. B. I. C. *&c.* their Executors, Adminiſtrators and Aſſigns, from the Day of the Date thereof, for and during the Term of 100 Years, without Impeachment of Waſte, *At* and under the yearly Rent of one Pepper Corn, as in and by the ſaid Indenture may more fully appear;

by

by Force whereof the ſaid J. B. &c. entred into all and ſingular the Premiſſes, and were thereof and therein poſſeſſed and Intereſted accordingly; and which ſaid Premiſſes were ſo granted to the ſaid J. B. &c. for the ſaid Term of 100 Years in the Minority of the ſaid W. F. to ſecure the Payment of, &c. with Intereſt by the ſaid T. E. to the ſaid W. F. at his Age of 21 Years, unleſs the ſame ſhould be laid out in the mean Time in the Purchaſe of Lands of Inheritance or Leaſes to his Uſe, *as* in and by one Indenture of Covenants bearing Date, &c. made between the ſaid J. B. &c. of the one Part, and the ſaid T. E. of the other Part, (amongſt other Things) more at large may appear. *And whereas* the ſaid W. F. hath attained his Age of 21 Years, and the ſaid, &c. with certain Intereſt due for the ſame, is remaining unpaid. *And whereas* the ſaid W. F. and J. his Mother, have requeſted them the ſaid J. B. I. C. &c. to aſſign over the Premiſſes to him the ſaid W. F. for the Reſidue of the ſaid Term of 100 Years, whereby to enable him to recover the ſaid, &c. with ſuch Intereſt as is due for the ſame. *Now this Indenture witneſſeth*, That the ſaid J. B. I. C. and W. D. on ſuch the Requeſt of the ſaid J. E. and W. F. and in Purſuance of the Truſt in them repoſed in and by the ſaid recited Indenture of, &c. on the Behalf of the ſaid W. F. *Have* aſſigned and ſet over, and by theſe Preſents do aſſign and ſet over unto the ſaid W. F. *All* and ſingular the ſaid Meſſuage, Tenement, Hereditaments and Premiſſes above-mentioned to have been granted to them the ſaid J. B. &c. in and by the ſaid recited Indenture and every Part and Parcel thereof; And all the Eſtate,

Eſtate, Right, Title, Intereſt, Term of Years to come, Claim and Demand whatſoever, of them the ſaid J. B. *&c.* in, to or out of the ſaid Premiſſes, and every or any Part or Parcel thereof, by Force of the ſaid firſt recited Indenture, or by any other Ways or Means whatſoever, together with the ſame recited Indenture: *To have and to hold* the ſaid Meſſuages, Tenements, Hereditaments and Premiſſes hereby aſſigned or intended to be aſſigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid W. F. his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the reſt and Reſidue yet to come and unexpired of the ſaid Term of One hundred Years, and fully to be ended, ſubject and liable notwithſtanding to be redeemed by the ſaid T. E. and his Heirs, in Manner as the ſame were before the making of theſe Preſents: *And* the ſaid J. B. *&c.* each of them for himſelf, his Heirs, Executors and Adminiſtrators, ſeverally and apart, and not jointly, nor one for another, or the Act or Acts of another, doth covenant to and with the ſaid W. F. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that the ſaid J. B. *&c.* have not done or committed any Act or Thing, whereby to charge or incumber the Premiſſes, or any Part thereof, in Title, Eſtate or otherwiſe howſoever (other than by the ſaid Indenture of, *&c.*) *And this Indenture further witneſſeth*, that the ſaid J. E. and W. F. in Conſideration of the Premiſſes, *Have* and each and either of them hath releaſed, and by theſe Preſents do, and each and either of them doth releaſe unto the ſaid J. B. I. C. and W. D.

All

All Truſts in them repoſed in and by the ſaid recited Indenture of the ſaid Day of, &c. and all Covenants and Agreements therein contained, on the Part and Behalf of them the ſaid J. B. &c. or any or either of them to be performed; and all Actions, Suits and Demands which they the ſaid J. E. and W. F. or either of them, their or either of their Executors or Adminiſtrators, have, hath or may have either in Law or Equity againſt them the ſaid J. B. &c. or any or either of them, their or any or either of their Executors or Adminiſtrators, upon or by Reaſon of the ſaid Truſts, Covenants and Agreements, or any or either of them, or any Ways touching or concerning the ſame. *And further*, they the ſaid J. E. and and W. F. for the Conſiderations aforeſaid, for themſelves and either of them, their and either of their Heirs, Executors and Adminiſtrators, do and doth jointly and ſeverally covenant to and with the J. B. his Executors and Adminiſtrators ſeverally and apart, and to and with the ſaid I. C. &c. and to and with the ſaid W. D. &c. by theſe Preſents, that the ſaid J. E. and W. F. or one of them, their or one of their Heirs, Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave harmleſs, them the ſaid J. B. &c. and each and every of them, their and each and every of their Executors and Adminiſtrators againſt the Heirs of the ſaid T. E. and all other Perſon and Perſons of and from all Actions, Suits and Troubles whatſoever which ſhall or may ariſe, or be brought either at Law or in Equity or otherwiſe, any Ways touching or concerning the Premiſſes, or any Part or Parcel thereof.

thereof. *And this Indenture alſo further witneſſeth*, that the ſaid W. F. in Conſideration of the Premiſſes, hath accepted, and by theſe Preſents doth accept of the ſaid Aſſignment hereby made unto him as aforeſaid, in full Satisfaction of all and whatſoever he doth, or may claim or demand to have, by Virtue of the laſt Will and Teſtament of the ſaid J. F. his Father. *And* hath remiſed and releaſed, and by theſe Preſents doth remiſe and releaſe unto the ſaid J. E. Executrix as aforeſaid; and to the Executors and Adminiſtrators of the ſaid J. F. all Legacies, Sum and Sums of Money, Actions, Suits, Accompts and Demands, which he the ſaid W. F. hath or may have againſt her the ſaid J. E. Executrix as aforeſaid, or the Executors or Adminiſtrators of the ſaid J. F. *In Witneſs*, &c.

A Re-aſſignment of a Houſe and Goods.

WHereas *E. T.* of, *&c.* Widow, (late Wife and Adminiſtratrix of the Goods and Chattels of *J. T.* deceaſed) *Hath* by her Deed in Writing bearing Date, *&c.* not only granted and aſſigned to me *F. T.* of, *&c.* All and ſingular the Meſſuages, Houſes, Lands and Tenements, with their Appurtenances, ſituate, lying and being within, *&c.* whereof or wherein her ſaid late Husband, at the Time of his Deceaſe, was poſſeſſed and intereſted for any Term or Terms of Years, either abſolute or determinable on Lives, for all the Reſt and Reſidue then to come of the ſaid Term and Terms reſpectively; but alſo did thereby give, grant and aſſign to me as my proper Goods, all ſuch Plate, Houſhold-ſtuff, and other Goods

whatſoever, and of what Nature or Quality ſoever, as her ſaid late Husband died poſſeſſed of, as in and by the ſaid Deed or Writing may appear. *Now know all Men* by theſe Preſents, That I the ſaid *F. T.* in Purſuance and Performance of the Truſt in me repoſed by the ſaid *E. T.* and at her Requeſt, and by her Direction, do by theſe Preſents re-grant, re-aſſign, and ſet over to her the ſaid *E. T. All* and ſingular the Meſſuages, Houſes, Lands, Tenements and Chattels real, by her granted or aſſigned to me as aforeſaid; and all my Eſtate and Intereſt of, in and to the ſame, by Force and Virtue of the ſaid Deed or Writing; And alſo do re-grant, give and aſſign to her, to hold to her Executors or Aſſigns, as her and their proper Goods, *All* and ſingular the Plate, Houſhold-ſtuff and Goods by her to me likewiſe granted, given or ſold in or by the ſaid Deed or Writing above-recited; And that in as large and ample Manner, as the ſame were thereby to me given, granted, aſſigned or tranſferred in every Reſpect. *Witneſs* my Hand, *&c.*

An Aſſignment and Appointment of Dower.

THIS *Indenture* made, *&c. Between T. B.* of, *&c.* Eſq; Son and Heir of *A. B.* late of, *&c.* of the one Part, and *M. B.* Widow and Relict of the ſaid *A. B.* of the other Part. *Whereas* the ſaid *A. B.* in his Life-time, and at the Time of his Death was ſeiſed in his Demeſne as of Fee of and in all thoſe Meſſuages, Lands and Tenements in, *&c.* in the County aforeſaid, which upon the Deceaſe of the ſaid *A. B.* deſcended unto the ſaid *T. B. And whereas* the ſaid *M. B.* hath required of the ſaid *T. B.*

her Dower or Thirds of and in the Meſſuages, Tenements, Lands and Premiſſes aforeſaid, and of and in all the Eſtate whereof the ſaid *A. B.* died ſeiſed or poſſeſſed. *Now this Indenture witneſſeth*, That the ſaid *T. B. hath* aſſigned and appointed, and by theſe Preſents doth aſſign, *&c.* unto the ſaid *M. B.* the third Part of all the ſaid Lands, Tenements and Hereditaments, (*viz.*) *All* that Meſſuage, *&c. To have and to hold* the ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances unto the ſaid *M. B.* for and during the natural Life of her the ſaid *M. B.* in the Name of Dower, and in Recompence and full Satisfaction of all Dower and Thirds which ſhe the ſaid *M. B.* ought to have or can, or may claim of or in any Meſſuages, Lands, Tenements or Hereditaments which were at any Time belonging or appertaining to the ſaid *A. B. And* the ſaid *T. B.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *M. B. &c.* That ſhe the ſaid *M. B.* ſhall and may from Time to Time, and at all Times during her natural Life peaceably and quietly hold and enjoy the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, to be aſſigned her in Dower, without any Moleſtation, Hindrance or Interruption of or by the ſaid *T. B. &c.* and that free of all former and other Grants and Incumbrances, *&c. And* that he the ſaid *T. B.* his, *&c.* ſhall and will do any further and other Acts for the further Aſſurance of the ſaid Meſſuage, *&c.* to the ſaid *M. B.* for and during her natural Life, as by the ſaid *M. B.* or her Counſel, ſhall be adviſed and required. *In Witneſs*, &c.

An

An Aſſignment of a Rent reſerved upon a Leaſe.

THIS *Indenture* made, &c. *Between H. F.* of, &c. of the one Part, and *R. B.* of, &c. of the other Part: *Whereas*, &c. [*Here recite a Leaſe from* H. F. *to*, &c. *under an yearly Rent*] *Now this Indenture witneſſeth*, That the ſaid *H. F.* for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid *R. B.* and for other good Cauſes and Conſiderations him thereunto moving, *Hath* granted, aſſigned and ſet over, and by theſe Preſents doth grant, &c. unto the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns the ſaid yearly Rent of, &c. above-recited, and every Part and Parcel thereof, and all the Arrearages of the ſame or any Part thereof; and all the Eſtate, Right, Title, Term of Years, Claim and Demand whatſoever of him the ſaid *H. F.* of, in and to the ſaid yearly Rent and every Part thereof, and the Arrearages of the ſame, by Virtue of the ſaid Indenture of Leaſe, or otherwiſe howſoever; And alſo of, in and to the ſaid Meſſuages, &c. with their Appurtenances, by the ſaid Indenture demiſed, together with the Counterpart of the ſaid Indenture of Leaſe; *To have, hold, receive* and enjoy the ſaid yearly Rent of, &c. and every Part and Parcel thereof, and all the Arrearges of the ſame, unto the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date hereof, for and during all the Reſt and Reſidue of the ſaid Term of, &c. Years above-mentioned, to be granted by the ſaid recited Indenture of Leaſe, in as large and ample Manner to all Intents and Purpoſes, as the ſaid *H. F.* or his

Aſſigns, ſhould or ought to have done by Force of the ſaid Indenture, or by any other Ways or Means whatſoever. [*Here may be added a Letter of Attorney to receive the Rent; Covenant for peaceable Enjoyment; and that* H. F. *hath done no Act to incumber*] In Witneſs, &c.

An Aſſignment of an Annuity.

THIS *Indenture* made, &c. *Between* *J. J.* of, &c. of the one Part, and *G. K.* of, &c. of the other Part: *Whereas* by Indenture bearing Date, &c. made between the ſaid *J. J.* of the one Part, and *W. K.* the ſaid *G. K.* one *T. K.* and *M. K.* of the other Part, reciting therein, That whereas *J. J.* as Adminiſtrator of *W. T.* then ſtood lawfully poſſeſſed and intereſted for the Remainder of ſeveral Terms then to come and unexpired of and in All that Meſſuage, &c. he the ſaid *J. J.* for the Conſiderations therein mentioned, did grant, bargain and ſell, aſſign and ſet over unto the ſaid *W. K. G. K.* &c. All and ſingular the ſaid Meſſuage, Tenement and Premiſſes, and every Part and Parcel thereof, with the Appurtenances, together with the Leaſes thereof, and all Writings concerning the ſame; and all his Eſtate, Term and Intereſt therein; *To hold* to them the ſaid *W. K. G. K.* &c. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral Terms and Eſtates, which he the ſaid *J. J.* then had, of, in and to the ſame; In which ſaid recited Indenture there is a Clauſe to the Effect following; (that is to ſay) that he the ſaid *J. J.* ſhould and might during the Remainder of the ſaid ſeveral Terms, which were

were then to come, receive, have and take out of the ſaid Premiſſes above-mentioned, one Annuity or yearly Rent-Charge of 10 *l.* of, *&c.* payable and to be paid in and upon the 25th Day of *March*, the 24th Day of *June*, the 29th Day of *September*, and the 21ſt Day of *December*, by even and equal Portions: And that if the ſaid Annuity or yearly Rent-charge ſhould be unpaid in Part or in all, by the Space of twenty-one Days next after any or either of the ſaid Days and Times of Payment thereof, that then and ſo often it ſhould and might be lawful to and for the ſaid *J. J.* or his Aſſigns, into the ſaid Premiſſes, or into any Part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and to detain and keep 'till the ſaid Annuity, and the Arrears thereof (if any ſhould be) ſhould be fully paid and ſatisfied. *And whereas* the ſaid Annuity or yearly Rent-Charge is fully paid 'till, *&c.* laſt. *Now this Indenture witneſſeth*, That the ſaid *J. J.* for and in Conſideration of the Sum of 120 *l.* of, *&c.* to him in Hand paid by the ſaid *G. K.* the Receipt whereof is hereby acknowledged, he the ſaid *J. J. hath* granted, bargained, ſold and aſſigned, and by theſe Preſents doth grant, *&c.* unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity and yearly Sum of 10 *l.* above-recited, and all Power and Authority given in and by the ſaid recited Indenture for Recovery thereof, by Diſtreſs or otherwiſe. *And* the ſaid *J. J.* for the Conſiderations aforeſaid, *hath* made, ordained, conſtituted and appointed, and by theſe Preſents doth make, *&c.* the ſaid *G. K.* his Executors,

Adminiſtrators and Aſſigns, his lawful Attorney, to ask, demand and receive the ſaid Annuity or yearly Rent-Charge of 10 *l.* to and for the only proper Uſe and Behoof of him the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, during the Remainder of the ſaid Terms, which are yet to come and unexpired. *And* the ſaid *J. J.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *G. K.* his Executors and Adminiſtrators, that he the ſaid *J. J.* his Executors and Adminiſtrators, ſhall and will at any Time, during the ſaid Terms above-mentioned, at the Requeſt, Coſts and Charges of the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, make, ſeal and execute any other Aſſignment, Letter of Attorney, Power or Authority whatſoever, to impower him or them to receive and recover the ſaid Annuity or yearly Sum of 10 *l.* according to the Purport and true Meaning of theſe Preſents. *And* the ſaid *G. K.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *J. J.* his Executors and Adminiſtrators, that he the ſaid *G. K.* his Executors and Adminiſtrators, ſhall and will at all Times hereafter, ſave harmleſs and keep indemnified the ſaid *J. J.* his Executors and Adminiſtrators, of and from all Coſts, Charges, Expences and Damages which ſhall or may happen to him or them by Reaſon of any Action or Suit in Law or Equity, to be hereafter brought for the ſaid Annuity or any Part thereof, or by Reaſon of theſe Preſents, or by Colour of any Power or Authority hereby given or granted. *In Witneſs*, &c.

Another Aſſignment of an Annuity.

THIS Indenture made, *&c. Between W. G.* of, *&c.* of the one Part, and *R. P.* of, *&c.* of the other Part: *Whereas*, &c. [*Here recite a Grant of an Annuity for a Term of Years to* W. G. *with Clauſe of Diſtreſs* Nomine pœnæ, *&c.*] *Now this Indenture witneſſeth*, That the ſaid *W. G.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *R. P.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he doth hereby confeſs and acknowledge, *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid *R. P.* the ſaid Annuity or yearly Rent of, *&c.* iſſuing out of the ſaid Meſſuages, *&c.* ſo to him granted as aforeſaid; and all and every the Pain and Pains to be forfeited for Nonpayment of the ſaid Annuity or yearly Rent; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand of him the ſaid *W. G.* his Executors and Adminiſtrators, of, in and to the ſaid Annuity and Pains aforeſaid, and every of them, or any Part thereof: *To have, hold*, receive and enjoy the ſaid Annuity or yearly Rent of, *&c.* payable at the Days and Times above-mentioned; and alſo the ſaid Pain and Pains to be forfeited for Non-payment thereof as aforeſaid, unto the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of, *&c.* Years above recited, which are yet to come and unexpired. *And* the ſaid *W. G.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *R. P.* his Executors, Ad-

miniſtrators and Aſſigns, that he the ſaid *W. G.* hath not at any Time before the Execution of theſe Preſents aſſigned, made over or any Ways incumbred the ſaid Annuity hereby aſſigned, or any Part thereof. *And* that he the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times for and during all the Reſt and Reſidue of the ſaid Term above-recited which is yet to come and unexpired, peaceably and quietly have, hold, receive and enjoy the ſaid Annuity or yearly Rent of, *&c.* and all and every Pain and Pains which ſhall happen to be forfeited as aforeſaid, without the Let, Trouble, Hinderance, Moleſtation or Interruption of him the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And alſo*, that he the ſaid *W. G.* his Executors and Adminiſtrators, and all and every other Perſon and Perſons having or claiming any Right, Title or Intereſt, in or to the ſaid Annuity, or any Part thereof, ſhall and will at any Time or Times hereafter, upon the Requeſt of the ſaid *R. P.* his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further, lawful and reaſonable Act and Acts, Thing and Things whatſoever, for the further, better and more perfect aſſigning of the ſaid Annuity, or yearly Rent of, *&c.* and the Pain and Pains to be forfeited as aforeſaid unto the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of, *&c.* which is yet to come and unexpired; as by the ſaid *R. P.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel

Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. [*Theſe Covenants for peaceable Enjoyment and future Aſſurance may be omitted.*] In Witneſs, &c.

An Aſſignment over of an Apprentice to another Maſter.

TO *all People*, &c. I *A. B.* of, &c. ſend Greeting: *Whereas* I the ſaid *A. B.* intending to leave off my Trade of, &c. which I now uſe and follow, and *C. D.* my Apprentice having certain Years to come and unexpired of and in his Apprenticeſhip to me, *viz.* Three whole Years from the Feaſt of, &c. laſt paſt, as by his Indenture of Apprenticeſhip more fully appears. *Now know ye*, That I the ſaid *A. B.* for divers good Cauſes and Conſiderations me hereunto moving, and by and with the Conſent of the ſaid *C. D. Have* granted, aſſigned and ſet over, and by theſe Preſents do fully, freely and abſolutely grant, aſſign and ſet over unto *L. D.* of, &c. all the Right, Title, Intereſt, Term of Years to come, Service and Demand whatſoever, which I the ſaid *A. B.* have or ought to have or claim in or to the ſaid *C. D.* by Force and Virtue of the ſaid Indenture of Apprenticeſhip. *And alſo* I the ſaid *A. B.* by theſe Preſents covenant, promiſe and grant to and with the ſaid *L. D.* his Executors and Aſſigns, that notwithſtanding any Act or Thing by me the ſaid *A. B.* done or to be done to the contrary the ſaid *C. D.* ſhall during the ſaid Term of three Years well and truly ſerve the ſaid *L. D.* as his Maſter, and his lawful Commandments ſhall do and execute, and from his Service ſhall not abſent or depart

depart during the Term aforeſaid; *So* as the ſaid *L. D.* ſhall well uſe, intreat and inſtruct the ſaid *C. D.* in the Art of, *&c.* aforeſaid, and find for him the ſaid *C. D.* good and ſufficient Meat, Drink, Linen, Woollen, Bedding, and all other Neceſſaries meet and convenient during the ſaid Term. *In Witneſs*, &c.

An Aſſignment of Part of Lands held by Chattel Leaſe.

THIS *Indenture* made, *&c. Between R. C.* of, *&c.* of the one Part, and *T. H.* of, *&c.* of the other Part: *Whereas*, &c. [*Here recite the Chattel Leaſe.*] *Now this Indenture witneſſeth*, That the ſaid *R. C.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *T. H.* the Receipt whereof the ſaid *R. C.* doth hereby acknowledge: He the ſaid *R. C.* hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid *T. H. All* that the ſaid Cloſe, *&c.* above-mentioned, with the Appurtenances: And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid *R. C.* of, in and to the ſaid Cloſe, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* the ſaid Cloſe of Ground, with the Appurtenances, unto the ſaid *T. H.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of ninety-nine Years above-recited, which is yet to come and unexpired (determinable as aforeſaid); *And* the ſaid *R. C.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant

grant to and with the ſaid *T. H.* his Executors and Aſſigns, That he the ſaid *T H.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times, during the Remainder of the ſaid Term above-recited which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Cloſe of Ground and Premiſſes above-mentioned, with the Appurtenances, without the Let, Trouble, Hinderance, Moleſtation, Interruption and Denial of him the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, and of all and every other Perſon and Perſons claiming, or to claim, by, from or under him, them, or any of them. *And* it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and hereby ſo declared, That in caſe the ſaid *R. C.* his Executors or Adminiſtrators, ſhall at any Time hereafter renew and take a new Leaſe, and further Eſtate, Term or Intereſt in the Meſſuage and Lands, granted to him by the ſaid Original recited Indenture from the Lord of the ſaid Manor; That then the ſaid *R. C.* his Executors or Aſſigns, ſhall and will after ſuch Renewal, at the Requeſt of the ſaid *T. H.* his Executors or Adminiſtrators, and upon Payment to him the ſaid *R. C.* a proportionable Share of the Fine paid for ſuch Renewal, having Reſpect to the Value of the whole Eſtate ſo renewed at the Coſts of the ſaid *T. H.* aſſign the ſaid Cloſe hereby aſſigned, and all his Eſtate and Term therein ſo renewed, unto the ſaid *T. H.* his Executors, Adminiſtrators or Aſſigns, under the like Covenants, Clauſes and Agreements, as are herein contained. *And* the

the ſaid *T. H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *T. H.* his Executors, Adminiſtrators or Aſſigns, ſhall and will yearly, during the Remainder of the ſaid Term, well and truly pay or cauſe to be paid unto the ſaid *R. C.* his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* towards the Quit-Rents due and payable to the Lord of the ſaid Manor, by Virtue of the ſaid recited Indenture of Leaſe. *And* the ſaid *R. C.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *T. H.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, and at all Times, during the Remainder of the ſaid Term above-recited, bear, pay and diſcharge the Reſidue of the ſaid Quit-Rents, reſerved, due or payable, in and by the ſaid recited Indenture of Leaſe, at ſuch Time and Times, and in ſuch Manner and Form, as by the ſame Indenture the ſame are reſerved, or ought to be paid. *And* alſo ſhall and will obſerve, perform and keep, all and every the Covenants and Agreements in the ſaid recited Indenture of Leaſe contained, which on the Part and Behalf of the ſaid *R. C.* his Executors and Adminiſtrators, are to be obſerved and performed; and ſhall and will free and indemnify the ſaid *T. H.* his Executors and Adminiſtrators, and the ſaid Ground hereby aſſigned of and from the ſame. *In Witneſs*, &c.

An Aſſignment of a Chattel Leaſe.

THIS Indenture made, *&c. Between C. R.* of, *&c.* of the one Part, and *W. S.* of, *&c.* of the other Part: *Whereas* in and by one Indenture, bearing Date, *&c.* made between Sir *J. E.* of, *&c.* Baronet, of the one Part, and the ſaid *C. R.* of the other Part: He the ſaid Sir *J. E.* for the Conſiderations in the ſaid Indenture mentioned, did demiſe, grant, and to Farm let, unto the ſaid *C. R. All* that Meſſuage, *&c.* ſituate, *&c.* and alſo, *&c.* together with all Houſes, *&c.* (except as in the ſaid Indenture is excepted) *To hold* unto the ſaid *C. R.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture, for and during, and unto the full End and Term of ninety-nine Years thence next enſuing, and fully to be compleat and ended, if, *&c.* or any or either of them, ſhould ſo long live, *At* and under the yearly Rent of, *&c.* payable Half-yearly by equal Portions, and under divers other Covenants and Agreements in the ſaid recited Indenture contained; as in and by the ſame recited Indenture (Relation being thereunto had) may more fully and at large appear. *Now this Indenture witneſſeth*, That the ſaid *C. R.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *W. S.* at and before the Sealing and Delivery of theſe Preſents; the Receipt whereof he the ſaid *C. R.* doth hereby acknowledge; *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, *All* that the before

before recited Meſſuage or Tenement, Lands and Premiſſes, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Intereſt, Poſſeſſion, Term of Years, Property, Claim and Demand whatſoever of him the ſaid *C. R.* of, in and to the ſame Premiſſes, or of, in or to any Part or Parcel thereof, together with the ſaid recited Indenture of Leaſe: *To have and to hold* the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of ninety-nine Years above-recited, which is yet to come and unexpired (determinable as aforeſaid). *And* the ſaid *C. R.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *C. R.* hath not made, done or committed, or cauſed or procured to be made, *&c.* any Act, Matter or Thing whatſoever, whereby the ſaid Meſſuage and Premiſſes hereby aſſigned, or any Part thereof, is, are or may be charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. *And* that he the ſaid *C. R.* hath not done or committed any Act, Matter or Thing whatſoever, to make void the ſaid Leaſe; but that the ſame is a good and ſufficient Leaſe in the Law, and now is, and ſtandeth, in full Force and Effect unforfeited and unſurrendred. *And alſo*, That he the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, during all the Reſt, Reſidue,

due and Remainder of the ſaid Term of 99 Years above recited which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *C. R.* his Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever, lawfully claiming by, from or under him, them, or any or either of them. *And further*, That he the ſaid *C. R.* his Executors and Adminiſtrators, and all and every other Perſon and Perſons, any Thing having or claiming in the ſaid Meſſuage and Premiſſes above-mentioned, or any Part thereof, by, from or under him, ſhall and will at any Time or Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid *W. S.* his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſigning of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term above recited, which is yet to come and unexpired, (determinable as aforeſaid) as by the ſaid *W. S.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *In Witneſs*, &c.

If

If there are two ſeveral Meſſuages or Parcels of Land of a ſmall Value, held by two ſeveral Leaſes to be aſſigned, they may be both aſſigned in one Deed, by reciting one Leaſe firſt, and aſſigning that with a Covenant for *peaceable Enjoyment*; and then recite the other Leaſe, and aſſign that alſo with a Covenant for *peaceable Enjoyment* of thoſe Lands; and then may be added, a Covenant to make *future Aſſurance* of both.

An Aſſignment and Confirmation of Lands held by Chattel Leaſe, which were in Mortgage; aſſigned by the Mortgagee, and confirmed by the Owner: With a Covenant for the Aſſignee to pay the Rent, and perform the Covenants mentioned in the Leaſe.

THIS *Indenture Tripartite* made, *&c. Between W. B.* of, *&c.* of the firſt Part; *J. P.* of, *&c.* of the ſecond Part; and *T. G.* of, *&c.* of the third Part. *Whereas* in and by one Indenture, bearing Date, *&c.* made between the Right Honourable *E.* Counteſs of *E.* Widow and Relict of *A.* Earl of *E.* and Mother and Guardian of the Right Honourable *A.* Earl of *E.* an Infant under the Age of 21 Years; and the ſaid *A.* Earl of *E.* and Sir *H. C.* of, *&c.* Knight of the moſt Honourable Order of the Bath, and Uncle of the ſaid *A.* Earl of *E.* of the one Part; and the ſaid *W. B.* of the other Part: She the ſaid *E.* Counteſs of *E.* for the Conſiderations therein mentioned, *Did*, by and with the Advice and Conſent of the ſaid Sir *H. C.* teſtified by his being a Party to, and his ſigning and ſealing thereof, demiſe, leaſe, ſet, and to Farm let, unto the ſaid *W. B. All* that

Meſſuage or Tenement, conſiſting of one Houſe and Out-houſes, Orchard and Garden, containing by Eſtimation, &c. ſituate, &c. And one Paddock or little Cloſe of Land called, &c. containing, &c. And alſo, &c. All which Premiſſes are ſituate, lying and being, within the Manor of, &c. aforeſaid, (except as in the ſaid recited Indenture is mentioned to be excepted) *To be had and holden* unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Annunciation of the bleſſed Virgin *Mary* then laſt paſt, for and during the full End and Term of 99 Years thence next enſuing, and fully to be compleat and ended, if the ſaid *W. B. K.* his then and now Wife, and *M.* their Daughter, or any or either of them, ſhould happen ſo long to live; *At* and under the yearly Rent of, &c. payable half-yearly by equal Portions, as in and by the ſaid recited Indenture may more fully appear. *And whereas* in and by one other Indenture, bearing Date, &c. which was in the Year of our Lord, &c. and made between the ſaid *W. B.* of the one Part, and the ſaid *J. P.* (by the Name of *J. P.* of, &c.) of the other Part, reciting therein (amongſt other Things) the ſaid laſt recited Indenture: He the ſaid *W. B.* for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid *J. P. Did* (among other Things) grant, bargain and ſell, aſſign and ſet over, unto the ſaid *J. P. All* and ſingular the ſaid Meſſuage, Lands and Premiſſes, in and by the ſaid firſt recited Indenture granted, and every Part and Parcel thereof, with the Appurtenances, together with the ſaid recited Indenture, and all his Eſtate, Term and Intereſt therein;

To be had and holden unto the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term above-recited, which was then to come and unexpired: Which ſaid laſt Indenture was defeaſible, on Payment by the ſaid *W. B.* unto the ſaid *J. P.* of the full Sum of, *&c.* and Intereſt, at certain Days therein mentioned then to come, and now long ſince paſt; as in and by the ſaid laſt recited Indenture may more fully and at large appear. *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of, *&c.* to the ſaid *J. P.* in Hand paid by the ſaid *T. G.* (by and with the Conſent and Agreement of the ſaid *W. B.* teſtified by his being a Party to, and ſigning and ſealing of theſe Preſents) the Receipt whereof the ſaid *J. P.* doth hereby confeſs and acknowledge: *He* the ſaid *J. P.* (by and with the like Conſent and Agreement of the ſaid *W. B.* teſtified as aforeſaid) *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid *T. G. All* and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, in and by the ſaid firſt recited Indenture granted, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid *J. P.* of, in and to the ſame Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the ſaid firſt recited Indenture; *To have and to hold* all and ſingular the ſaid Meſſuage, Lands and Premiſſes hereby aſſigned, with the Appurtenances, unto the ſaid *T. G.* his Executors, Adminiſtrators

miniſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term of 99 Years above-recited, which is yet to come and unexpired (determinable as aforeſaid). *And* the ſaid *J. P.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, for and during the Remainder of the ſaid Term above recited which is yet to come and unexpired (determinable as aforeſaid), peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *J. P.* his Executors, Adminiſtrators or Aſſigns, and of all and every other Perſon and Perſons claiming, or to claim, by, from or under him, them, or any or either of them. *And this Indenture further witneſſeth*, That the ſaid *W. B.* for the Conſideration aforeſaid, and in Conſideration alſo of the Sum of 5 *s.* of, *&c.* to him in Hand paid by the ſaid *T. G.* the Receipt whereof he doth hereby confeſs and acknowledge; he the ſaid *W. B. Hath* granted, bargained and ſold, releaſed, ratified and confirmed, and by theſe Preſents doth grant, *&c.* unto the ſaid *T. G. All* and ſingular the ſaid Premiſſes above-mentioned to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, as well in Equity as in Law, of

him the ſaid *W. B.* of, in and to the ſame Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and ſingular the ſaid Premiſſes above-mentioned to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term above recited, which is yet to come and unexpired. *And* the ſaid *W. B.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, for and during all the reſt and Reſidue of the ſaid Term above recited, which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And further*, That the ſaid *W. B.* his Executors and Adminiſtrators, and all and every other Perſon and Perſons, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times hereafter, upon the reaſonable Requeſt of the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* *All* and every ſuch further

ther and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting, aſſigning and aſſuring, of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term above recited which is yet to come and unexpired (determinable as aforeſaid), as by the ſaid *T. G.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And* the ſaid *T. G.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *T. G.* his Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, well and truly pay, or cauſe to be paid the ſaid yearly Rent of, *&c.* reſerved in and by the ſaid firſt recited Indenture, and obſerve, perform and keep, all and ſingular the Covenants and Agreements in the ſame Indenture contained, which on the Part and Behalf of the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, are or ought to be obſerved, performed and kept, according to the Purport of the ſaid firſt recited Indenture. *In Witneſs*, &c.

Aſſignment of a Leaſe for Five hundred Years.

THIS *Indenture* made, *&c. Between* H. W. of, *&c.* of the one Part; and A. G. of, *&c.* of the other Part. *Whereas* H. E. of, *&c.*

deceaſed, in and by one Indenture bearing Date, &c. for the Conſiderations therein mentioned, *Did* bargain, ſell, demiſe, grant, and to Farm let unto the ſaid H. W. *All* that Meſſuage or Tenement, with the Appurtenances, ſituate, &c. And alſo all Houſes, &c. *To be had and holden* unto the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, from the Date of the ſaid Indenture, for and during the Term of 500 Years from thenceforth next enſuing, and fully to be compleat and ended, without Impeachment of Waſte, at and under the yearly Rent of 1 *d.* as in and by the ſaid recited Indenture may more fully appear. *Now this Indenture witneſſeth*, That the ſaid H. W. for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid A. G. the Receipt whereof he the ſaid H. W. doth hereby confeſs and acknowledge; he the ſaid H. W. *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, &c. unto the ſaid A. G. *All* and ſingular the ſaid Meſſuage or Tenement, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid H. W. of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the ſaid recited Indenture; *To have and to hold* all and ſingular the ſaid Meſſuage or Tenement, Hereditaments and Premiſſes above-mentioned, to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid A. G. his Executors, Adminiſtrators

tors and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term of 500 Years above recited which is yet to come and unexpired. *And* the ſaid H. W. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid A. G. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That the ſaid Term of 500 Years hereby aſſigned is ſtill in Being and ſubſiſting, and not ſurrendred, diſcharged, or otherwiſe avoided. *And* that he the ſaid H. W. at the Time of Sealing and Delivery hereof, hath good Right, full Power, and lawful Authority, to grant and aſſign the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid A. G. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, for and during all the reſt and Reſidue of the ſaid Term of 500 Years above recited, which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy *All* and ſingular the ſaid Meſſuage and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And further*, That he the ſaid H. W. his Executors and Adminiſtrators, and all and every other Perſon and Perſons, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part

thereof, ſhall and will at any Time or Times hereafter, upon the reaſonable Requeſt of the ſaid A. G. his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, &c. *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting, aſſigning and aſſuring, of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid A. G. his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term of 500 Years above recited which is yet to come and unexpired, as by the ſaid A. G. his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in Law, ſhall be reaſonably deviſed, or adviſed and required. *In Witneſs*, &c.

An Aſſignment of an Aſſignment of an Indenture of Leaſe of Ground to Build upon, with the Houſe thereon built, and Variety of Covenants for the Aſſignee to enjoy, &c. *paying the Rent, and indemnifying the Aſſignor from the Covenants of the Leaſe*, &c.

THIS *Indenture* made, &c. *Between A. B.* of, &c. of the one Part, and *T. N.* of, &c. of the other Part. *Whereas* by Indenture of Leaſe bearing Date, &c. made or mentioned to be made between *T. P.* of, &c. of the one Part, and *L. J.* of, &c. on the other Part, in Conſideration that the ſaid *L. J.* his Executors or Adminiſtrators, did and ſhould within the Space of, &c. then next following, pay, employ and beſtow the Sum of, &c. in re-

building one ſubſtantial Houſe or Meſſuage, on a Parcel of Ground ſituate, &c. *And* for other Conſiderations therein mentioned, he the ſaid *T. P.* did Demiſe, Grant and to Farm let unto the ſaid *L. J.* *All* that ſaid Parcel of Ground to be Rebuilt upon as aforeſaid, with a Shop, Cellar, two Stories, Garrets, &c. to be contained in the ſaid Houſe ſo to be erected, *To hold* to the ſaid *L. J.* his Executors, Adminiſtrators and Aſſigns, from, &c. for the Term of, &c. Years, at the yearly Rent of, &c. payable quarterly, as in and by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may more fully appear. *And whereas* by Indenture of Aſſignment bearing Date, &c. made or mentioned to be made between the ſaid *L. J.* on the one Part, and the ſaid *A. B.* on the other Part, reciting the ſaid Indenture of Leaſe herein before recited, he the ſaid *L. J.* for the Conſiderations therein mentioned, did Grant, Bargain, Sell, Aſſign and ſet over, unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Leaſe, and the ſaid Parcel of Ground and Premiſſes thereby demiſed, and every Part and Parcel thereof, with the Appurtenances, *To hold* to the ſaid *A. B.* his Executors Adminiſtrators, from thenceforth for and during all the reſt and Reſidue of the ſaid Term of, &c. by the ſaid Indenture of Leaſe granted, then to come and unexpired, as by the ſaid Indenture of Aſſignment, Relation being thereunto had, may more fully appear. *And whereas* the ſaid *L. J.* before the making and entering into the ſaid recited Aſſignment, had, purſuant to the ſaid Indenture of Leaſe, at his own proper Coſts and Charges, laid out, em-

employed and expended the above-mentioned Sum of, &c. and upwards, in the Building of the Meſſuage or Tenement aforeſaid, upon the Ground demiſed by the ſaid Indenture of Leaſe, which Meſſuage is called or known by the Name or Sign of, &c. and is now in the Poſſeſſion or Occupation of, &c. *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of, &c. of lawful Money, &c. to the ſaid *A. B.* in Hand well and truly paid by the ſaid *T. N.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, he the ſaid *A. B. hath* granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth fully and abſolutely Grant, Bargain, &c. unto the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Leaſe, and the ſaid Piece or Parcel of Ground and Premiſſes thereby demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances, and all ſuch new Buildings as have been erected or built upon the ſaid demiſed Premiſſes, by or at the Charge of the ſaid *L. J.* and all the Eſtate, Right, Title, Intereſt, Term of Years, Property, Profit, Benefit, Claim and Demand whatſoever, either in Law or Equity, or otherwiſe howſoever of him the ſaid *A. B.* of in to or out of the ſame Premiſſes, every or any Part or Parcel thereof, together with the ſaid recited Indenture of Aſſignment, and all other Deeds and Writings touching or concerning the ſaid Premiſſes or any

any Part thereof, now in Cuſtody or Power of the ſaid *A. B.* or which he can or may come by without Suit in Law, *To have and to hold* the ſaid recited Indenture of Leaſe, and the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, and Premiſſes thereby demiſed and hereby Aſſigned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *T. N.* his Executors, Adminiſtrators or Aſſigns, from henceforth for and during all the reſt and Reſidue of the ſaid Term of, *&c.* by the ſaid Indenture of Leaſe granted, yet to come and unexpired, *under* the Rent and Covenants in and by the ſaid recited Indenture of Leaſe, reſerved and contained, which from henceforth on the Leſſee's Part and Behalf are or ought to be paid, kept and performed. *And* the ſaid *A. B.* for himſelf, his Executors and Adminiſtrators, doth Covenant, Promiſe and Agree to and with the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents in manner following, (that is to ſay) that the ſaid recited Indenture of Leaſe, at the Time of the Sealing and Delivery of theſe Preſents, is a good, valid and effectual Leaſe in the Law, of and for the Premiſſes thereby demiſed, and is not ſurrendered, forfeited, or any ways become void or voidable. *And* that the ſaid *A. B.* now hath in him good Right, full Power, and lawful Authority, to Grant, Bargain, Sell, Aſſign, transfer and ſet over the ſame, and the Premiſſes thereby demiſed unto the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid; *And* that he the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns, ſhall and lawfully may, from Time to Time, and at all Times

Times hereafter, for and during all the Reſidue and Remainder of the ſaid Term of, &c. by the ſaid recited Indenture of Leaſe granted, yet to come and unexpired, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, and Premiſſes hereby aſſigned or mentioned or intended to be aſſigned as aforeſaid, and every Part and Parcel thereof, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Behoof, without any Let, Suit, Trouble, Denial, Moleſtation or Interruption, of or by him the ſaid *A. B.* or the ſaid *L. J.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim, by, from or under him, them or either of them, *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *A. B.* his, &c. well and ſufficiently ſaved kept harmleſs and indemnified of and from all former and other Gifts, Grants, Bargains, Sales, Aſſignments, Mortgages, Surrenders, Forfeitures, Rents and Arrearages of Rent, Judgments, Executions, Extents, Statutes, Recognizances, and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, made, &c. by the ſaid *A. B.* and *L. J.* or either of them, their or either of their Executors, &c. or any of them or by or with their or any of their Privity, Conſent or Procurement (the yearly Rent and Covenants, in and by the ſaid recited Indenture of Leaſe, reſerved and contained,

tained, which from henceforth on the Leſſee's Part are or ought to be paid, kept and performed (only excepted) *And further*, That he the ſaid *A. B.* his Executors, *&c.* and all and every other Perſon or Perſons, lawfully claiming or to claim the ſaid Premiſſes, or any Part thereof, by, from or under him, or the ſaid *L. J.* ſhall and will from Time to Time, and at all Times hereafter, during the Remainder of the ſaid Term of, *&c.* at the Requeſt, Coſts and Charges in the Law of the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deeds, Deviſes, Conveyances, Aſſignments and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute conveying, aſſigning and aſſuring of the ſaid hereby aſſigned Premiſſes, unto the ſaid *T. N.* his Executors, *&c.* for all the Reſidue and Remainder of the ſaid Term which ſhall be then to come and unexpired, as by the ſaid *T. N.* his Executors, *&c.* or his or their Counſel learned in the Law ſhall be reaſonably adviſed, deviſed or required. *And* the ſaid *T. N.* for himſelf, his Executors, *&c.* doth covenant, promiſe and agree to and with the ſaid *A. B.* his Executors, *&c.* That he the ſaid *T. N.* his Executors, *&c.* from Time to Time, and at all Times hereafter, during the Remainder of the ſaid Term, ſhall and will pay and diſcharge the ſaid yearly Rent of, *&c.* by the ſaid recited Indenture of Leaſe reſerved; and alſo well and truly perform and keep all and every the Covenants therein contained, on the Leſſee's Part and Behalf, from henceforth to

be

be kept and performed; and ſhall and will at all Times hereafter ſave, defend and keep harmleſs and indemnified the ſaid *A. B.* his Executors, *&c.* of and from all Coſts, Charges, Suits, Damages and Expences whatſoever, which he or they ſhall or may ſuſtain, pay, bear or be put unto, for or by reaſon of the Non-payment of the ſaid Rent, or the Non-performance of the ſaid Covenants, or any of them. *In Witneſs*, &c.

Aſſignments of Mortgages to attend the Fee on Purchaſes; and of Terms to attend Mortgages, *&c.*

An Aſſignment of a Mortgage to attend the Fee.

THIS *Indenture Tripartite*, made, *&c. Between* J. G. of, *&c.* of the firſt Part; T. R. of, *&c.* of the ſecond Part; and L. M. of, *&c.* and H. P. and T. E. of, *&c.* of the third Part. *Whereas* by Indenture, bearing Date, *&c.* made between the ſaid T. R. of the one Part, and the ſaid J. G. of the other Part; the ſaid T. R. in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid J. G. *Did* demiſe, grant, bargain and ſell, unto the ſaid J. G. *All* that late Piece of void Ground, ſituate, lying and being in, *&c.* called, *&c.* containing, *&c.* bounded, *&c.* *And* alſo all that Meſſuage, Tenement or Dwelling-houſe, and all other Edifices, Structures and Buildings, then lately erected, built and made, and then ſtanding and being, or which ſhould thereafter be

be erected, built and made, or ſhould ſtand and be in and upon the ſaid late Piece of void Ground above-mentioned, or any Part or Parcel thereof; and all Ways, Waters, Paths, Paſſages, Eaſements, Profits, Privileges, Advantages, Hereditaments and Appurtenances whatſoever to the ſaid then late Piece of void Ground, Dwelling-Houſes, Structures and Buildings thereby granted, belonging, or in any wiſe appertaining; (Which ſaid late Piece of void Ground was by the ſaid T. R. then lately purchaſed to him, his Heirs and Aſſigns for ever, of and from, *&c.* as may appear.) And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Premiſſes, and of every Part and Parcel thereof, with the Appurtenances, *To hold* unto the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 500 Years thence next enſuing, and fully to be compleat and ended, *At* and under the yearly Rent of a Pepper-Corn: Which ſaid recited Indenture was, by a Proviſo or Condition therein contain'd, made defeaſible on Payment by the ſaid T. R. unto the ſaid J. G. of the ſaid Sum of, *&c.* and Intereſt, on a certain Day therein mentioned, then to come, and now long ſince paſt; as in and by the ſaid recited Indenture may more fully appear. *And whereas* Failure of Payment was made of the ſaid Sum of, *&c.* and the Intereſt thereof, by Means whereof the ſaid Premiſſes above-mentioned became forfeited to the ſaid J. G. and his ſaid Eſtate and Intereſt therein, during the Remainder of the ſaid Term of 500 Years, became in Law abſolute. *And whereas*, upon an Account this Day

Day made up between the ſaid T. R. and J. G. there appears to be due unto him the ſaid J. G. upon the Security of the ſaid Premiſſes, the full Sum of, &c. for Principal Money and Intereſt, and no more. *And whereas* the ſaid L. M. hath lately contracted with the ſaid T. R. for the abſolute Purchaſe of the Fee-ſimple and Inheritance of all and ſingular the ſaid Premiſſes above-mentioned, for the Sum of, &c. And the ſaid Fee-ſimple and Inheritance of the ſaid Premiſſes are intended to be forthwith granted and conveyed unto the ſaid L. M. and his Heirs: *Now* to the End the ſaid Term of 500 Years may be preſerved and kept on Foot to attend and wait on the Reverſion and Inheritance of the ſaid Premiſſes, to protect and defend the ſame from all Incumbrances ſubſequent to the Creation of the ſaid recited Term; *This preſent Indenture witneſſeth*, That the ſaid J. G. for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid L. M. (by and with the Conſent of the ſaid T. R. teſtified by his being a Party to, and ſigning and ſealing of theſe Preſents) the Receipt whereof the ſaid J. G. doth hereby confeſs and acknowledge; and in Conſideration alſo of 5 s. of like, &c. to the ſaid J. G. in Hand paid by the ſaid H. P. and T. E. the Receipt whereof the ſaid J. G. doth hereby alſo acknowledge; He the ſaid J. G. by and with the Conſent and Agreement of the ſaid T. R. teſtified as aforeſaid, *Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, &c. unto the ſaid H. P. and T. E. (by the Nomination and Appointment of the ſaid L. M.) the ſaid late Piece of void Ground, Meſſuage, Tenement, or Dwelling-

ling-houſe and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances. *And* alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid J. G. of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the ſaid late Piece of void Ground, Meſſuage, Tenement or Dwelling-houſe and Premiſſes above-mentioned to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances, unto to the ſaid H. P. and T. E. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 500 Years above-mentioned which is yet to come and unexpired; *In Truſt* for the ſaid L. M. his Heirs and Aſſigns, and ſuch other Perſon and Perſons to whom the Freehold and Inheritance of the ſaid Premiſſes ſhall appertain and belong, to protect and defend the ſame from all ſubſequent Incumbrances. *And* the ſaid J. G. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid L. M. his Executors, Adminiſtrators and Aſſigns, That he the ſaid J. G. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes hereby aſſigned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *In Witneſs*, &c.

An Aſſignment of a Mortgage to attend the Fee by Indorſement.

WHereas the within named *W. B.* hath contracted and agreed with the within named *M. S.* and with *R. S.* Brother and Heir of the within named *T. S.* for the abſolute Purchaſe of the Meſſuages, Lands and Tenements within mentioned, (amongſt other Things) for the Sum of, &c. out of which ſaid Sum of, &c. the Monies within ſecured are agreed to be deducted. *Now* to the end the ſaid Term within mentioned may be preſerved, and kept on Foot, to attend and wait on the Reverſion and Inheritance of the ſaid Premiſſes, which is intended to be granted and conveyed to the ſaid *W. B.* and his Heirs, and may protect and defend the ſame againſt all Incumbrances, occaſioned ſince the Creation of the ſame Term within mentioned: *Witneſs therefore theſe Preſents*, That the ſaid *W. B.* for and in Conſideration of the Truſt and Confidence which he hath and doth repoſe in *J. P.* of, &c. and in Conſideration alſo of 5 *s.* of, &c. to him in Hand paid by the ſaid *J. P.* the Receipt whereof is hereby acknowledged; He the ſaid *W. B.* (by and with the Conſent and Agreement of the ſaid *M. S.* and *R. S.* teſtified by their joining herein, and ſigning and ſealing hereof) *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, &c. unto the ſaid *J. P. All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes within mentioned, with their and every of their Appurtenances, and all his Eſtate, Term and In-

tereſt therein; *To hold* to the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term within mentioned to be granted and aſſigned, which is yet to come and unexpired: *In Truſt* nevertheleſs to and for the only proper Uſe and Benefit of the ſaid *W. B.* his Heirs and Aſſigns, and ſuch other Perſon and Perſons to whom the Reverſion, Freehold and Inheritance of the within mentioned Premiſſes ſhall from Time to Time appertain and belong, and to attend and wait on the Reverſion and Inheritance thereof, and to and for none other Uſe, Intent, Truſt or Purpoſe whatſoever. *In Witneſs* whereof, as well the ſaid *W. B.* as the ſaid *M. S.* and *R. S.* as alſo the ſaid *J. P.* have hereunto ſet their Hands and Seals the Day and Year, *&c.*

Another Aſſignment of a Mortgage to attend the Fee, by Way of Indorſement.

WHereas the within named *H. H.* ſince the making of the within written Indenture, is dead, by Means whereof the Reverſion, Inheritance, and Equity of Redemption of the Meſſuage, Lands and Premiſſes within mentioned to be aſſigned to the within named *E. C.* Senior and *E. C.* Junior, are ſince come to the within named *T. R.* *And whereas* the ſaid *M. S.* is ſince alſo dead, but before her Death made her laſt Will and Teſtament in Writing, and *M. S.* her Daughter Executrix, who hath ſince duly proved the ſame Will. *And whereas* the ſaid *T. R.* hath paid unto the ſaid *M. S.* the ſaid Principal Sum of, *&c.* within ſecured, and all Intereſt due therefore. *Now know all*

Men by theſe Preſents, That for and in Conſideration that the ſaid *T. R.* hath paid unto the ſaid *M. S.* the ſaid, *&c.* and all Intereſt due therefore: And the ſaid *E. C.* the elder, and *E. C.* the younger, in Purſuance and Performance of the Truſt in them repoſed, in and by the within written Indenture; and in Conſideration alſo of 5*s.* of, *&c.* to them in Hand paid by *H. F.* of, *&c.* the Receipt whereof they do hereby confeſs and acknowledge; they the ſaid *E. C.* Senior, and *E. C.* Junior, (at the Requeſt, and by and with the Conſent, Direction and Appointment, as well of the ſaid *M. S.* Junior, as of the ſaid *T. R.*) *Have*, and either of them hath bargained and ſold, aſſigned and ſet over, and by theſe Preſents do, and either of them doth bargain, *&c.* unto the ſaid *H. F. All* and ſingular the Meſſuage or Manſion-houſe, Lands and Premiſſes within mentioned to be aſſigned, with the Appurtenances; and alſo all their Eſtate and Intereſt therein: *To have and to hold* the ſaid Meſſuage or Manſion-houſe, Lands and Premiſſes, unto the ſaid *H. F.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral Terms within mentioned to be aſſigned, which is yet to come and unexpired; *In Truſt* nevertheleſs, to and for the only proper Uſe and Behoof of the ſaid *T. R.* his Heirs and Aſſigns, to attend and wait on the Reverſion and Inheritance of the ſaid Premiſſes. *And* the ſaid *E. C.* Senior, and *E. C.* Junior, for themſelves, their Executors and Adminiſtrators, do covenant grant to and with the ſaid *T. R.* his Heirs and Aſſigns, That they the ſaid *E. C.* Senior, and *E. C.* Junior, or either of them, have not,

nor

nor hath done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Meſſuage, Lands and Premiſſes, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate or otherwiſe howſoever. *And* the ſaid *M. S.* Junior, for herſelf, her Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *T. R.* his Heirs and Aſſigns, That they the ſaid *M. S.* Junior, and *M. S.* Senior, or either of them, have not, nor hath done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *In Witneſs*, &c.

An Aſſignment of a Mortgage to attend the Fee by Indorſement, after another Manner.

TO *all People*, &c. *Whereas* the within named *T. C.* ſince the executing of the within written Indenture, is dead, and the within named *G. S.* and *T. W.* have him ſurvived: *And whereas* upon an Account now made up between the within named *K. H.* Widow, and Relict of the within named *R. H.* and *L. H.* eldeſt Son and Heir of the ſaid *R. H.* and Son and Heir apparent of the ſaid *K. H.* of the one Part, and the ſaid *G. S.* and *T. W.* of the other Part, concerning the Principal Money within ſecured, or mentioned to be ſecured, and the Intereſt thereof, there appeareth to remain due and owing to the ſaid *G. S.* and *T. W.* the Sum of, &c. *Now know all Men* by theſe Preſents, That the ſaid *G. S.* and *T. W.* for and in Conſideration of the ſaid Sum of,

&c. being Part of a greater Sum paid by the ſaid *T. L.* for the abſolute Purchaſe of the Manor or Lordſhip, Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, within granted and aſſigned, or mentioned ſo to be, and the ſaid Sum of, *&c.* is the ſame Sum as is mentioned to be the Conſideration of one Indenture of Aſſignment bearing equal Date herewith, and made between the ſaid *K. H.* and *L. H.* of the firſt Part, the ſaid *G. S.* and *T. W.* of the ſecond Part, and *T. L.* Eſq; and *L. T.* Gent', of the third Part: And in Conſideration of 5 *s.* apiece of like lawful Money to the ſaid *G. S.* and *T. W.* by the ſaid *T. L.* in Hand paid; the Receipt whereof they the ſaid *G. S.* and *T. W.* do hereby acknowledge; they the ſaid *G. S.* and *T. W.* at the Requeſt of the ſaid *K. H.* and *L. M. Have*, and either of them hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and every of them doth bargain, *&c.* unto *W. T.* of, *&c.* by the Nomination and Appointment of the ſaid *T. L. All* and ſingular the Manor or Lordſhip, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes within mentioned to be aſſigned, with their and every of their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Time and Term of Years, Benefit, Property, Claim and Demand whatſoever, both in Law and Equity, and otherwiſe howſoever, of them the ſaid *G. S.* and *T. W.* of, in and to the ſame Premiſſes; *To have and to hold* all and ſingular the ſaid Manor or Lordſhip, or reputed Manor or Lordſhip, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, unto the ſaid *W. T.* his Executors,

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Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the within mentioned Term of 1000 Years, which is yet to come and unexpired: *In Truſt* nevertheleſs to and for the only proper Uſe and Behoof of the ſaid *T. L.* his Heirs and Aſſigns, and to be at his and their Diſpoſal, and in the mean Time to attend and wait on the Freehold and Inheritance of the ſaid Premiſſes; and that the ſaid *G. S.* and *T. W.* ſhall permit and ſuffer the ſame Premiſſes to be enjoyed accordingly. *And* each of them the ſaid *G. S.* and *T. W.* for himſelf ſeverally, and his ſeveral Heirs, Executors and Adminiſtrators, doth covenant and grant to with the ſaid *W. T.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That they the ſaid *G. S.* and *T. W.* or either of them, have not nor hath at any Time heretofore made, done or committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes intended to be hereby aſſigned, or any Part thereof, is, are or may be in any Reſpect whatſoever charged, impeached, or incumbred. *In Witneſs*, &c.

Aſſignment of an Aſſignment of a Mortgage to attend the Fee, with Recital of divers Incidents before the Sale of the Premiſſes.

THIS *Indenture Tripartite*, made, &c. *Between* M. E. of, &c. of the firſt Part; L. W. of, &c. Couſin and Heir of E. W. deceaſed, and alſo Brother and Heir of F. W. who was eldeſt Son and Heir of L. W. the eldeſt Brother of the ſaid E. W. of the ſecond Part; W. B. of, &c. J. P. of, &c. and J. H.

of, &c. of the third Part. *Whereas* F. W. of, &c. aforeſaid, by his Indenture of Mortgage under his Hand and Seal, bearing Date, &c. *Did* demiſe, grant, bargain and ſell unto E. C. of, &c. *All* that Meſſuage, &c. bounded, &c. All which ſaid Premiſſes are ſituate, lying and being in, &c. And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid F. W. of, in and to the ſame, or any Part or Parcel thereof; *To be had and holden* unto the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, from the Date thereof, for and during the Term of 1000 Years from thence next enſuing, and fully to be compleat and ended, *At* and under the yearly Rent of, &c. In which ſaid recited Indenture, there is a Proviſo or Condition contained for making void the ſame, by and upon Payment to have been made by the ſaid F. W. his Heirs, Executors or Adminiſtrators, unto the ſaid E. C. his Executors, Adminiſtrators or Aſſigns, of the Sum of, &c. and the lawful Intereſt thereof of, &c. at or upon, &c. next enſuing the Date thereof; as in and by the ſaid recited Indenture, Relation being thereto had, will more fully appear. *And whereas* Failure of Payment was made of the ſaid Sum of, &c. and the Intereſt thereof, contrary to the true Meaning of the ſaid Proviſo, by Means whereof the Premiſſes above-mentioned became forfeited to the ſaid E. C. and his Eſtate and Intereſt therein, for the Remainder of the ſaid Term of 1000 Years, became in Law abſolute. *And whereas* in and by one Indenture Tripartite, bearing Date, &c. made

made between the ſaid E. C. of the firſt Part, the ſaid F. W. of the ſecond Part, and A. B. of, &c. of the third Part, reciting therein in Effect as is herein before recited; and reciting alſo, That he the ſaid E. C. in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid A. B. at the Enſealing and Delivery thereof, at the Requeſt, and by the Conſent and Direction of the ſaid F. W. teſtified by his being a Party thereto, and executing thereof; he the ſaid E. C. by the like Conſent and Direction of the ſaid F. W. teſtified as aforeſaid, *did* bargain, ſell, aſſign, transfer and ſet over unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, *All* and ſingular the ſaid Meſſuage, Lands and Premiſſes above recited to have been granted unto the ſaid E. C. in and by the ſaid recited Indenture; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, of, in and to the ſame Premiſſes, or any Part or Parcel thereof, together with the ſaid recited Indenture, and all other Deeds, Evidences and Writings which the ſaid E. C. had, touching or concerning the ſame; *To be had and holden* unto the ſaid A. B. his Executors and Adminiſtrators, from the Date thereof, for and during all the reſt, Reſidue and Remainder of the above recited Term of 1000 Years therein then to come and unexpired. *And* the ſaid F. W. for the Conſideration aforeſaid, and of the Sum of, &c. to him in Hand alſo paid by the ſaid A. B. *Did* grant, ratify and confirm unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, the aforeſaid Meſſuage and Premiſſes, and all his the ſaid F. W.'s Eſtate,

Eſtate, Right, Title, Intereſt, Property Claim and Demand whatſoever, as well in Law as Equity, of, in and to the ſame, or any Part thereof; *To be had and holden* unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, for and during the Remainder of the ſaid Term of 1000 Years then to come and unexpired, abſolutely acquitted and diſcharged of and from the Proviſo or Condition above-mentioned, and of and from all Power, Benefit and Equity of Redemption of the ſame Premiſſes by Means thereof: Which ſaid laſt recited Indenture was defeaſible on Repayment by the ſaid F. W. to the ſaid A. B. of the ſaid Sum of, *&c.* with the Intereſt thereof, at a certain Day therein-mentioned then to come, and now long ſince paſt, as in and by the ſame Indenture may more fully appear. *And whereas* Failure of Payment was made of the ſaid Sum of, *&c.* and the Intereſt thereof, by Means whereof the ſaid Premiſſes above-mentioned became forfeited to the ſaid A. B. and his ſaid Eſtate and Intereſt therein, during the Remainder of the ſaid Term of 1000 Years, became in Law abſolute. *And whereas* the ſaid A. B. afterwards lent unto the ſaid F. W. on his Bond the Sum of, *&c.* *And whereas* the ſaid A. B. by Indenture bearing Date, *&c.* made between the ſaid A. B. of the one Part, and the ſaid M. E. of the other Part, reciting therein in Effect as is herein before recited, *Did* acknowledge that his Name was uſed in the ſaid laſt recited Indenture and Bond, by the ſpecial Nomination and Appointment of the ſaid M. E. and *in Truſt* for her; and the ſeveral Sums of, *&c.* and, *&c.* above-mentioned to be by the ſaid A. B. paid to the ſaid F. W. were and

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are the proper Monies of the ſaid M. E. And therefore, in Purſuance of the Truſt in him the ſaid A. B. repoſed by the ſaid M. E. he the ſaid A. B. *Did* thereby transfer and aſſign the Premiſſes, with their Appurtenances, and all his Right, Title and Intereſt, of, in and to the ſame, unto the ſaid M. E. *To be had and holden* unto the ſaid M. E. for and during all the then Reſidue of the ſaid Term of 1000 Years, as in and by the ſaid laſt recited Indenture may more fully appear. *And whereas* the ſaid F. W. is lately dead without Iſſue, and the Reverſion and Equity of Redemption of the ſaid Premiſſes is deſcended and come unto the ſaid L. W. his Brother and Heir. *And whereas* upon Account this Day made up between the ſaid L. W. the younger, and the ſaid M. E. of and concerning both the ſaid Debts, and the Intereſt thereof; there remains juſtly due and owing from the ſaid L. W. to the ſaid M. E. for Principal and Intereſt on the ſaid Mortgage and Bond, the full Sum of, *&c.* *And whereas* the ſaid W. B. hath lately contracted and agreed with the ſaid L. W. the younger, and K. W. of, *&c.* Widow and Relict of the ſaid L. W. the elder, for the abſolute Purchaſe of the Fee-ſimple and Inheritance of all and ſingular the ſaid Premiſſes above-mentioned, (amongſt divers other Things) for the Sum of, *&c.* And in Purſuance thereof, in and by certain Indentures of Leaſe and Releaſe, bearing Date, *&c.* laſt paſt, made between the ſaid L. W. K. W. and one W. S. of the one Part, and the ſaid W. B. of the other Part; they the ſaid L. W. the younger, K. W. and W. S. have granted and conveyed the ſaid Premiſſes (amongſt other Things) unto the

the ſaid W. B. and his Heirs; as by the ſaid Indentures of Leaſe and Releaſe may more fully appear. *Now* to the End the ſaid Term of 1000 Years may be preſerved and kept on Foot to attend and wait on the Reverſion and Inheritance of the ſaid Premiſſes, to protect and defend the ſame from all Incumbrances ſubſequent to the Creation of the ſaid recited Term: *This preſent Indenture witneſſeth*, That the ſaid M. E. for and in Conſideration of the Sum of, *&c.* to her in Hand paid by the ſaid W. B. (by and with the Conſent of the ſaid L. W. the younger) teſtified by his being a Party to, and ſigning and ſealing of theſe Preſents) the Receipt whereof the ſaid M. E. doth hereby confeſs and acknowledge; and in Conſideration alſo of 5 *s.* of, *&c.* to the ſaid M. E. in Hand paid by the ſaid J. P. and J. H. the Receipt whereof the ſaid M. E. doth hereby alſo acknowledge; ſhe the ſaid M. E. by and with the Conſent and Agreement of the ſaid L. W. the younger, teſtified as aforeſaid, *Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid J. P. and J. H. (by the Nomination and Appointment of the ſaid W. B.) *All* and ſingular the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of her the ſaid M. E. of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and ſingular the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appur-

Appurtenances, unto the ſaid J. P. and J. H. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above-mentioned, which is yet to come and unexpired; *In Truſt* for the ſaid W. B. his Heirs and Aſſigns, and ſuch other Perſon and Perſons to whom the Freehold and Inheritance of the ſaid Premiſſes ſhall appertain and belong, to protect and defend the ſame from all ſubſequent Incumbrances. *And* the ſaid M. E. for herſelf, her Executors and Adminiſtrators, doth covenant and grant to and with the ſaid W. B. his Executors, Adminiſtrators and Aſſigns, That ſhe the ſaid M. E. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *In Witneſs*, &c.

Aſſignment of a Term of Years, in Truſt, *to ſuch Uſes as ſhall be declared in and by a ſubſequent Indenture.*

THIS *Indenture Tripartite*, made, *&c. Between R. T.* of, *&c.* Son and Heir of *J. T.* late of, *&c.* deceaſed, on the Body of *M.* his Wife begotten; (which ſaid *J. T.* was Son and Heir of *R. T.* deceaſed, on the Body of *C.* his Wife begotten) of the firſt Part; *N. W.* of, *&c.* and *S. F.* of, *&c.* Executors of the laſt Will and Teſtament of *A. C.* late of, *&c.* deceaſed, and *W. C.* of, *&c.* Reſiduary Legatee named in the laſt Will and Teſtament of the ſaid *A. C.* his late Father deceaſed, of the ſecond Part; and *C. P.* of, *&c.* of the third Part. *Whereas* the

the ſaid *C. T.* by the Name of, *&c.* and the ſaid *J. T.* her Son, by Indenture bearing Date, *&c.* and made between the ſaid *C. T.* and *J. T.* of the one Part, and *E. T.* of, *&c.* of the other Part, in Conſideration of the Sum of, *&c.* to them in Hand paid by the ſaid *E. T.* *Did* demiſe, grant, bargain and ſell unto the ſaid *E. T.* (amongſt other Things) *All* that their Land held jointly or apart in the Pariſh of, *&c.* one Piece or Parcel of Paſture Ground commonly called, *&c.* containing, *&c.* (be it more or leſs) one other Piece or Parcel of Meadow Ground, ſituate, lying and being in, *&c.* with the Appurtenances, *To hold* unto the ſaid *E. T.* his Heirs, Executors, Adminiſtrators and Aſſigns, for the Term of 1000 Years thence next following, and fully to be ended, under a Pepper-Corn Rent; defeaſible on Repayment by the ſaid *C. T.* and *J. T.* unto the ſaid *E. T.* of the ſaid Sum of, *&c.* and Intereſt, at certain Days therein mentioned then to come, and now long ſince paſt, as in and by the ſaid recited Indenture may more fully appear: Which ſaid Term of 1000 Years afterwards, by divers Meſne Aſſignments, came to and veſted in the ſaid *A. C.* defeaſible on Payment of, *&c.* and Intereſt. *And whereas* the ſaid *A. C.* is ſince dead, but before his Death made his laſt Will and Teſtament in Writing, and the ſaid *N. W. H. C.* and *S. F.* Executors thereof; and after Payment of all his Debts and Legacies, gave the Reſidue and Surplus of his Eſtate to the ſaid *W. C.* his Son, as in and by the ſaid Will may more fully appear. *And whereas* the ſaid *N. W. H. C.* and *S. F.* have ſince proved the ſaid Will in the Prerogative Court of *Canterbury*, as may appear.

pear. *And whereas* upon an Account made up between the ſaid *R. T.* and the ſaid *N. W. H. C. S. F.* and *W. C.* there remained due unto the ſaid *N. W. H. C.* and *S. F.* the full Sum of, &c. Which ſaid Sum of, &c. hath been paid unto the ſaid *N. W. H. C.* and *S. F.* by *J. R.* of, &c. and Dame *S. C.* of, &c. by and with the Conſent of the ſaid *R. T.* And thereupon the ſaid *N. W. H. C.* and *S. F.* have with the Conſent as well of the ſaid *R. T.* as of the ſaid *W. C.* aſſigned all and every the ſaid Meſſuages, Lands and Tenements, in the ſaid firſt recited Indenture mentioned, (except, &c.) unto the ſaid *J. R.* and Dame *S. C.* for the Remainder of the ſaid Term of 1000 Years, which was then to come and unexpired. *Now this Indenture witneſſeth*, That the ſaid *N. W. H. C. S. F.* and *W. C.* for and in Conſideration that they are fully paid and ſatisfied all ſuch Monies as were owing to them, or ſecured by, upon or out of the ſaid mortgaged Premiſſes; and in Conſideration alſo of the Sum of 5 *s.* of, &c. to them in Hand paid by the ſaid *C. P.* the Receipt whereof they do hereby confeſs and acknowledge; they the ſaid *N. W. H. C.* and *S. F.* at the Requeſt, and by and with the Conſent, Direction and Appointment, as well of the ſaid *R. T.* as of the ſaid *W. C.* (teſtified by their being made Parties to, and ſigning and ſealing of theſe Preſents) *Have*, and every and either of them hath bargained and ſold, aſſigned and ſet over, and by theſe Preſents do, and every and either of them doth bargain, &c. unto the ſaid *C. P.* *All* thoſe the ſaid ſeveral Cloſes or Parcels of Ground above-mentioned, to be ſituate, lying and being in, &c. and every Part and Parcel thereof, with the

the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of them the ſaid *N. W. H. C.* and *S. F.* of, in and to the ſame Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* the ſaid Cloſes, Parcels of Ground and Premiſſes above-mentioned to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *C. P.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above-recited which is yet to come and unexpired: *In Truſt* for ſuch Ends, Intents and Purpoſes, as ſhall be declared in and by one Indenture intended to bear Date the Day after the Date hereof, and to be made between the ſaid *C. P.* of the one Part, and the ſaid *R. T.* of the other Part. *And* each of them the ſaid *N. W. H. C.* and *S. F.* for himſelf ſeverally and apart, and not jointly, and for his ſeveral Executors and Adminiſtrators, doth ſeverally and apart, and not jointly, covenant and grant to and with the ſaid *R. T.* his Executors, Adminiſtrators and Aſſigns, That they the ſaid *N. W. H. L.* and *S. F.* or any or either of them, have not nor hath done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes hereby aſſigned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And* the ſaid *W. C.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *R. T.* his Heirs and Aſſigns, That he the ſaid *W. C.* or the ſaid *A. C.* deceaſed, or either of them, have not nor hath

done or commitred any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes hereby aſſigned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *In Witneſs*, &c.

Aſſignment of an Aſſignment in Truſt, made from the former Truſtees to new ones, to attend a Mortgage of Lands for a Term of Years.

THIS *Indenture Tripartite*, made, *&c. Between* T. S. of, *&c.* and T. O. of, *&c.* (Adminiſtrator, with the Will annexed of T. O. the elder, his late Father deceaſed) and J. P. of, *&c.* of the firſt Part; R. L. of, *&c.* of the ſecond Part; and R. B. of, *&c.* of the third Part. *Whereas*, &c. [*Here recite a Mortgage of the Premiſſes from* A. B. *to* C. D. *for two hundred Years.*] *And whereas* in and by one Indenture Tripartite, bearing Date, *&c.* made between the ſaid C. D. of the firſt Part, the ſaid A. B. of the ſecond Part, and the ſaid T. S. and T. O. the elder, and J. P. of the third Part; reciting therein in Effect as is herein before-recited; And reciting further, That the ſaid A. B. had by Indentures of Leaſe and Releaſe, bearing Date, *&c.* in Conſideration of the Sum of, *&c.* granted and conveyed the Inheritance and Fee-ſimple of the ſaid Meſſuages, Lands and Hereditaments above-recited, to the ſaid T. S. and his Heirs; The ſaid C. D. in Conſideration that he was fully paid and ſatisfied all the Monies ſecured to him by the ſaid Term of 200 Years above-recited; and to the End the ſaid Term might be aſſigned and kept on Foot, and might protect

the ſaid Premiſſes from all intervening Incumbrances; and in Conſideration of 5 *s.* in Money to him the ſaid C. D. in Hand paid by the ſaid T. O. and J. P. The ſaid C. D. by and with the Conſent, Direction and Appointment of the ſaid A. B. teſtified by his being made a Party to, and ſigning and ſealing thereof, *Did* bargain, ſell, aſſign and ſet over unto the ſaid T. O. and J. P. *All* and ſingular the Meſſuages, Lands, Tenements and Hereditaments above-mentioned, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid C. D. of, in and to the ſaid Premiſſes thereby aſſigned, and of, in and to every or any Part or Parcel thereof, *To be had and holden* unto the ſaid T. O. and J. P. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 200 Years above-recited which was then to come and unexpired; *In Truſt* nevertheleſs to and for the only Uſe and Benefit of the ſaid T. S. his Heirs and Aſſigns, and ſuch other Perſon and Perſons, to whom the Freehold or Inheritance of the ſaid Premiſſes thereby aſſigned ſhould from Time to Time appertain and belong, and to wait and attend on the Reverſion, Freehold and Inheritance thereof, and to, for or upon none other Truſt, Intent or Purpoſe whatſoever, as in and by the ſaid laſt recited Indenture may more fully appear. *Now this Indenture witneſſeth*, That the ſaid T. O. and J. P. in Purſuance and Performance of the Truſt in them repoſed by the ſaid T. S. as aforeſaid; and in Conſideration alſo of 5 *s.* in Money to them the ſaid T. O. and J. P. in Hand paid by the

the ſaid R. L. the Receipt whereof is hereby acknowledged: They the ſaid T. O. and J. P. at the Requeſt, and by the Direction and Appointment of the ſaid T. S. teſtified by his being made a Party to, and ſigning and ſealing of theſe Preſents; *Have*, and either of them hath bargained and ſold, aſſigned and ſet over, and by theſe Preſents do, and either of them doth bargain, *&c.* unto the ſaid R. L. (by the Nomination of the ſaid R. B.) *All* and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of them the ſaid T. O. and J. P. of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid R. L. his Executors, Adminiſtrators and Aſſigns, for and during the Remainder of the ſaid Term of 200 Years above-recited, which is yet to come and unexpired, *In Truſt* to and for the ſaid R. B. his Executors, Adminiſtrators and Aſſigns; yet nevertheleſs to be redeemed and redeemable by the ſaid T. S. his Heirs or Aſſigns, and to be ſubject to the Proviſo or Condition contained in one Indenture bearing even Date with theſe Preſents, and made between the ſaid T. S. of the one Part, and the ſaid R. B. of the other Part, and to and for none other Uſe, Intent or Purpoſe whatſoever. *And* the

ſaid T. O. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, That neither he the ſaid T. O. nor the ſaid T. O. his late Father deceaſed, have, or either of them hath done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Meſſuages, Lands and Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. [*A Covenant that* J. P. *hath done no Act to incumber.*] In Witneſs, *&c.*

An Aſſignment in Truſt of two Terms, made to attend two Mortgages, to two ſeveral Perſons.

THIS *Indenture* made, *&c. Between*, &c. [Firſt recite the *Original Mortgage*, and the *Aſſignment* thereof in Truſt; then recite the *Mortgages* which the Terms are to attend.] *Now this Indenture witneſſeth*, &c. [Paſs thro' the Conſideration and Grant as uſual.] *To have and to hold* all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-recited, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid J. J. and T. C. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral and reſpective Terms of ninety-nine Years above-mentioned, which are yet to come and unexpired, nevertheleſs upon the Truſts following; (that is to ſay) As for and concerning all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and

and Premiſſes above-mentioned, to be ſituate, lying and being in, &c. and the Rents, Reverſions, Remainders and Services thereof, *In Truſt*, and for the only proper Uſe and Benefit of the ſaid H. C. his Executors, Adminiſtrators and Aſſigns, and to be ſubject and liable to be redeemed on the ſaid E. B.'s Payment to the ſaid H. C. of the ſaid 4000 *l.* and Intereſt, according to the Purport of the ſaid Indenture of the firſt Day of this inſtant, &c. *And* as for and concerning all and ſingular the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes above-mentioned, to be lying and being in, &c. and the Rents, Reverſions, Remainders and Services thereof, *In Truſt*, and for the only proper Uſe and Benefit of the ſaid J. E. and R. H. their Executors, Adminiſtrators and Aſſigns; and to attend and wait on the ſaid Indenture of Aſſignment above-mentioned, to bear Date the ſecond Day of this inſtant, &c. and to be ſubject and liable to be redeemed by the ſaid E. B. his Heirs and Aſſigns, on full Payment of the ſaid 4000 *l.* and Intereſt, according to the Purport of the ſame Indenture, and to and for none other Uſe, Intent, Truſt or Purpoſe whatſoever. [Here add *uſual Covenants* from the proper Parties, That they have done no Acts to incumber.] *In Witneſs*, &c.

Mortgages of Perſonal Eſtates; and alſo of Leaſes, and Lands for Years, Life, and in Fee.

A Mortgage of Debts on Bond, Note, &c. by Aſſignment, to ſecure the Payment of a Sum of Money due to the Mortgagee.

THIS *Indenture* made, *&c. Between* A. H. of, *&c.* of the one Part, and B. R. of, *&c.* of the other Part. *Whereas* T. D. of, *&c.* by Writing under his Hand and Seal, bearing Date, *&c.* is bound to the ſaid A. H. in the Sum of, *&c.* for the Payment of, *&c.* in and upon, *&c.* then next coming; And the ſaid T. D. alſo owes and is indebted to the ſaid A. H. the Sum of, *&c.* for Goods ſold and delivered by the ſaid A. H. to the ſaid T. D. or his Order, before the Day of the Date hereof, as in and by the ſaid Writing, and a certain Agreement or Contract between them the ſaid A. H. and T. D. bearing Date, *&c.* may more fully appear. *Now this Indenture witneſſeth*, That the ſaid A. H. for and in Conſideration of the Sum of, *&c.* now juſtly due and owing by him the ſaid A. H. to the ſaid B. R. and for the better ſecuring the Payment of the ſame to the ſaid B. R. *Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, *&c.* unto the ſaid B. R. his Executors, Adminiſtrators and Aſſigns, *All* thoſe the Debts or Sums of, *&c.* owing by the ſaid T. D. to the ſaid A. H. as afore-

aforeſaid, and all other Sums of Money due and payable from the ſaid T. D. for Intereſt or otherwiſe, upon or by Virtue of the Writing or Security above-recited, and alſo all the Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid A. H. of, in or to the ſaid Debts or Sums of Money, or any Part or Parcel thereof, in any wiſe howſoever. *To have and to hold*, receive and enjoy the ſaid Debts or Sums of Money above-mentioned, and every Part thereof unto the ſaid B. R. his Executors, Adminiſtrators and Aſſigns, from henceforth to his and their own proper Uſe and Behoof for ever, under the Proviſo and Condition herein after-mentioned. *And* the ſaid A. H. doth hereby conſtitute and appoint the ſaid B. R. to be his true and lawful Attorney in his Name, but to the only proper Uſe and Behoof of the ſaid B. R. his Executors, Adminiſtrators and Aſſigns, to ask, demand and receive the ſaid ſeveral Sums of, *&c.* and the Intereſt thereupon; and upon Non-payment thereof, or any Part thereof, to bring any Actions or Suits for the Recovery of the ſame; and further to do and perform all ſuch other Acts, Matters and Things as ſhall be requiſite or needful, as well in or about the Getting in and Receiving the ſaid ſeveral Sums of Money, as for the Acquitting and Diſcharging thereof, or ſuch Part thereof as ſhall be by him or them received, as fully to all Intents and Purpoſes, as the ſaid A. H. might or could do in his own proper Perſon. *And* the ſaid A. H. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid B. R. his Executors, Adminiſtrators and Aſſigns, in Manner following, (that is to ſay)

that he the ſaid A. H. now hath good Right and lawful Authority to aſſign over the ſaid Debts and Premiſſes before-mentioned unto the ſaid B. R. his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid; *And* that he the ſaid A. H. at any Time heretofore hath not acquitted or releaſed the ſaid ſeveral Sums of, *&c.* or any Part thereof, or done or ſuffered any Act, Matter or Thing whereby the ſaid B. R. his Executors or Adminiſtrators, ſhall or may be hindered or obſtructed in the Recovering or Receiving the ſaid Money, or any Part thereof; *And* that he the ſaid A. H. his Executors and Adminiſtrators, or any of them, ſhall not nor will at any Time hereafter, without the Conſent in Writing of the ſaid B. R. his Executors or Adminiſtrators, acquit or releaſe the ſaid Money, or any Part thereof, or do or ſuffer any Act, Matter or Thing, whereby the ſaid B. R. his Executors or Adminiſtrators, ſhall or may be hindered or obſtructed in the Recovering or Receiving of the ſame, or any Part thereof, or whereby any of the Powers or Authorities herein given or granted, ſhall or may be defeated or made void, *But* ſhall and will upon the Requeſt of the ſaid B. R. his Executors or Adminiſtrators, do, perform and execute all and every ſuch further and other Acts and Things, for the better Enabling of him and them to recover and receive the ſaid Money; and for the further and better Aſſigning of the ſame, according to the true Intent and Meaning of theſe Preſents, as by the ſaid B. R. his Executors or Adminiſtrators, ſhall be reaſonably required. *Provided* always and upon this Condition, That if the ſaid A. H. his Executors,

tors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid B. R. his Executors, Adminiſtrators or Aſſigns, the above-mentioned Sum of, &c. of lawful Money, &c. in and upon, &c. next enſuing the Date hereof, then this preſent Indenture of Aſſignment, and every Clauſe and Covenant therein contained, ſhall become void and of none Effect, any Thing herein before contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Mortgage of Tallies and Orders, as a Security for a Sum lent on Bond.

THIS *Indenture Tripartite* made, &c. *Between* R. P. of, &c. of the firſt Part; R. D. Junior, of, &c. of the ſecond Part; and R. D. Senior, of, &c. of the third Part. *Whereas* the ſaid R. D. Junior, in Purſuance of a late Act of Parliament, entituled, &c. hath on, &c. laſt paſt paid into the Receipt of *Exchequer* five ſeveral hundred Pounds, and thereupon five ſeveral Orders, bearing Date, &c. purſuant to the ſaid Act of Parliament, were made in the Name of the ſaid R. D. Junior; which ſaid ſeveral Sums were afterwards transferred to Annuities during the reſpective Lives, (*viz.*) Two of the ſaid Annuities during the Life of the ſaid R. P. One other of the ſaid Annuities during the Life of M. P. Daughter of the ſaid R. P. And the two other of the ſaid Annuities during the Life of J. B. of, &c. as by the five ſeveral Tallies and Orders thereon may more fully appear. *And whereas* the ſaid five ſeveral Sums of 100*l.* ſo paid into the Receipt of the *Exchequer*, were the proper Mon[illegible]

of the ſaid R. P. and the Name of the ſaid R. D. Junior, was only uſed *in Truſt* for the ſole Uſe and Benefit of the ſaid R. P. his Executors, Adminiſtrators and Aſſigns: *And whereas* W. C. of, *&c.* and the ſaid R. P. are in and by one Bond or Obligation, bearing Date, *&c.* become bound unto the ſaid R. D. Senior, in the penal Sum of, *&c.* conditioned for the Payment of, *&c.* on, *&c.* now next enſuing, as by the ſaid Bond may more at large appear. *Now this Indenture witneſſeth*, That the ſaid R. P. for the better ſecuring the Payment of the ſaid Sum of, *&c.* unto the ſaid R. D. Senior; And in Conſideration alſo of the Sum of 5 *s.* of, *&c.* to him in Hand paid by the ſaid R. D. Senior, the Receipt whereof is hereby acknowledged; he the ſaid R. P. *Hath* granted, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid R. D. Senior, his Executors, Adminiſtrators and Aſſigns, the ſaid five ſeveral Tallies, Orders and Annuities, and Sums of Money payable by Virtue of the ſaid Tallies and Orders, and every of them; And all the Right, Title, Intereſt, Benefit, Property, Claim and Demand of him the ſaid R. P. of, in and to the ſame: *To have and to hold*, take and receive, the ſaid five Tallies, Orders and Annuities, and all and ſingular other the Premiſſes, unto the ſaid R. D. ſenior, his Executors, Adminiſtrators and Aſſigns, during the ſeveral reſpective Lives of the ſeveral Nominees aforeſaid, and as fully and amply to all Intents and Purpoſes as the ſaid R. P. his Heirs, Executors and Adminiſtrators, or any of them, ſhould or might have had, held and enjoyed the ſame, if this preſent Grant or Aſſignment

had not been made. *Provided* always, and upon Condition, That if the ſaid R. P. his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid R. D. Senior, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* on the ſaid Day of, *&c.* according to the true Intent and Meaning of the ſaid Condition of the ſaid recited Bond; that then, and in ſuch Caſe, the ſaid R. D. Senior, and R. D. Junior, their Heirs, Executors and Adminiſtrators, ſhall and will aſſign, or otherwiſe transfer, all their Right, Title and Intereſt in and to the Premiſſes, to the ſaid R. P. his Executors or Adminiſtrators, or to ſuch other Perſon or Perſons as he or they ſhall nominate and appoint, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid R. P. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid R. D. Senior, his Executors, Adminiſtrators and Aſſigns, That from and after Default ſhall be made of or in Payment of the ſaid Sum of, *&c.* to the ſaid R. D. Senior, his Executors, or Adminiſtrators, or any Part thereof; that then it ſhall and may be lawful to and for the ſaid R. D. Senior, his Executors, Adminiſtrators and Aſſigns, to have, hold, receive and enjoy the ſaid ſeveral Annuities above-mentioned. *And* the ſaid R. P. doth for himſelf, his Heirs, Executors and Adminiſtrators, direct and appoint the ſaid R. D. Junior, his Heirs, Executors, Adminiſtrators and Aſſigns, from Time to Time to pay to the ſaid R. D. Senior, his Executors, Adminiſtrators and Aſſigns, the ſaid ſeveral yearly Annuities, and all Profits and Advantages whatſoever, by Reaſon

ſon or Means of the ſaid ſeveral Tallies or Orders, or either of them. *In Witneſs*, &c.

A Mortgage of Cattle, by Way of Bargain and Sale on Condition.

KNOW *all Men* by theſe Preſents, That G. F. of, &c. in Conſideration of the Sum of, &c. to him in Hand paid by H. E. of, &c. *hath* granted, bargained and ſold, and by theſe Preſents doth grant, &c. unto the ſaid H. E. *All* thoſe ſix Cows of him the ſaid G. F. now in, &c. *To have and to hold* the ſaid ſix Cows unto the ſaid H. E. his Executors, Adminiſtrators and Aſſigns for ever. *Provided* always and upon Condition, that if the ſaid G. F. his Executors, Adminiſtrators and Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid H. E. his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. in and upon, &c. next coming, that then theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine and be void, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid G. F. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid H. E. his Executors and Adminiſtrators, that he the ſaid H. E. his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times hereafter (after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid) peaceably and quietly hold and enjoy the ſaid Cows and every of them, without the Let, Trouble, Interruption or Denial of the ſaid G. F. and of all or any other Perſon and Perſons whatſoever. *And laſtly*, it is agreed between the

ſaid Parties, that he the ſaid G. F. and his Aſſigns, ſhall and may at all Times, until Default in Performance of the Proviſo or Condition above expreſſed, uſe the ſaid Cows, and every of them, any Thing herein contained to the contrary thereof notwithſtanding. *In Witneſs*, &c.

A Mortgage of Goods and Chattels.

THIS *Indenture* made, *&c. Between* J. G. of, *&c.* of the one Part, and L. H. of, *&c.* of the other Part, *Witneſſeth*, That the ſaid J. G. for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid L. H. at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid J. G. doth hereby acknowledge, he the ſaid J. G. *hath* bargained and ſold, and by theſe Preſents doth bargain and ſell unto the ſaid L. H. one Waggon with the Horſe Tackle and other Appurtenances thereto belonging, and alſo, *&c. To have and to hold* the ſaid Waggon, and all other the Goods and Chattels above by theſe Preſents bargained and ſold unto the ſaid L. H. as his own proper Goods and Chattels, from henceforth for ever. *Provided* always and upon Condition, that if the ſaid J. G. his Heirs, Executors or Adminiſtrators, do well and truly pay or cauſe to be paid unto the ſaid L. H. his Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the Sum of, *&c.* without any Deduction or Abatement for Taxes or any other Impoſitions whatſoever, That then this preſent Indenture, and every thing herein contained, ſhall ceaſe, determine and be void. *And* the ſaid J. G. for himſelf, his Executors and Ad-

Adminiſtrators, doth covenant and grant to and with the ſaid L. H. his Executors, Adminiſtrators and Aſſigns, that he the ſaid J. G. his Executors or Adminiſtrators, ſhall and will, well and truly pay or cauſe to be paid unto the ſaid L. H. his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* at the Days and Times, and in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid L. H. his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Waggon, and all and ſingular other the Goods and Premiſſes above-mentioned, and every of them, to his and their own proper Uſe and Uſes for ever, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid J. G. his Executors or Adminiſtrators, or of any other Perſon or Perſons whatſoever. *And* the ſaid L. H. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, that he the ſaid L. H. his Executors, Adminiſtrators and Aſſigns, ſhall and will immediately, upon the Receipt of the ſaid Sum of, *&c.* at the Days and Times above-mentioned, at the Requeſt of the ſaid J. G. deliver or cauſe to be delivered unto the ſaid J. G. his Executors, Adminiſtrators or Aſſigns, *All* and ſingular the Premiſſes above-mentioned (which are now received by the ſaid L. H. of the ſaid J. G.) in as good Caſe and Condition as the ſame and every of them now are at this preſent Time. *In Witneſs*, &c.

A Bill

A Bill of Sale of Goods, on Condition, as a Security for Money due on Bond, and otherwiſe.

THIS *Indenture* made, *&c. Between* A. B. of, *&c.* of the one Part; and J. C. of, *&c.* of the other Part: *Whereas* the ſaid A. B. is and ſtandeth juſtly indebted unto the ſaid J. C. in ſeveral Sums of Money, amounting in the whole to 100*l.* of, *&c.* partly upon a Bond entred into by the ſaid A. B. to the ſaid J. C. with Condition for the Payment of, *&c.* on, *&c.* and partly upon an Account made up between the ſaid A. B. and J. C. of and for Goods ſold, and Monies paid and laid out by the ſaid J. C. for the ſaid A. B. *In Conſideration* thereof, and for the better ſecuring and more ſure Payment of the ſaid 100*l.* to the ſaid J. C. his Executors, Adminiſtrators or Aſſigns, on or before, *&c.* next enſuing the Date hereof; and for divers other good Cauſes and Conſiderations, him the ſaid A. B. thereunto eſpecially moving, *hath* granted, bargained and ſold, and by theſe Preſents doth grant, *&c.* unto the ſaid J. C. his Executors, Adminiſtrators and Aſſigns, *All* and ſingular the Goods, Chattels, Utenſils and Things mentioned and expreſſed in the Schedule thereof hereunto annexed; *To have and to hold* all and ſingular the ſaid Goods, Chattels and Premiſſes, to the ſaid J. C. his Executors, Adminiſtrators and Aſſigns, as his and their own proper Goods and Chattels, and to his and their own proper Uſe and Behoof for ever. *Provided* always and upon Condition nevertheleſs, that if the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, do and ſhall, well and truly pay or cauſe to be paid unto

unto the ſaid J. C. his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 100 *l.* on, *&c.* next enſuing the Date hereof; *And* alſo do and ſhall well and truly pay and ſatisfy him the ſaid J. C. his, *&c.* that then and from thenceforth this preſent Writing, and every Grant, Matter and Thing herein contained, ſhall ceaſe and be void to all Intents and Purpoſes whatſoever, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid J. C. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid A. B. his Executors and Adminiſtrators by theſe Preſents, That 'till Breach or Non-performance ſhall be made of the Proviſo or Condition aforeſaid, he the ſaid A. B. his Executors and Adminiſtrators, ſhall or lawfully may have, hold, uſe and enjoy all and ſingular the ſaid Goods and Premiſſes; he or they not abuſing or miſuſing the ſame or any of them, without any Let or Interruption of or by him the ſaid J. C. his Executors, Adminiſtrators or Aſſigns. *In Witneſs*, &c.

A Bargain and Sale of Goods and Merchandizes, mentioned in an Invoyce, ſhip'd on Board a Ship and conſigned to the Maſter, with an Aſſignment of two Policies of Inſurance, one of ſo much out, and the other of ſuch a Sum Home, made as a Security for a Sum of Money, &c.

THIS *Indenture* made, *&c. Between* G. W. of, *&c.* Merchant, of the one Part, and B. A. of, *&c.* Mariner, of the other Part; *Witneſſeth*, That the ſaid G. W. for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid B. A. the Receipt whereof

of he the ſaid G. W. doth hereby confeſs and acknowledge, *hath* granted, bargained and ſold, and by theſe Preſents doth grant, *&c.* unto the ſaid B. A. *All* ſuch Cutlery Wares and other Goods, Wares and Merchandizes, lately ſhip'd on Board the good Ship called the, *&c.* of, *&c.* J. H. Maſter, bound for, *&c.* on the proper Account and Riſque of the ſaid G. W. and conſigned to the ſaid J. H. *All* which Goods and Merchandizes are mentioned and expreſſed in a certain Invoyce or Paper bearing Date, *&c.* laſt paſt, as may appear. *And* alſo all the Produce, Profits, Proceeds and Retorns thereof; and all the Right and Intereſt of the ſaid G. W. of, in or to the ſaid Premiſſes or any Part thereof: *To have and to hold* all and ſingular the ſaid Premiſſes hereby bargained and ſold, or mentioned or intended to be hereby bargained and ſold, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid B. A. his Executors, Adminiſtrators and Aſſigns, as his and their own proper Goods and Chattels, and to his and their own proper Uſe and Behoof from henceforth for ever. *And whereas* J. B. of, *&c.* hath by Note under his Hand bearing Date, *&c.* laſt, promiſed to enſure unto the ſaid G. W. 40 *l.* on the ſaid Ship, *&c.* to the Port of her Diſcharge in, *&c.* and that the ſaid Note be conſtrued as a Subſcription or a Policy of Inſurance on Goods on Board the ſaid Ship, with Abatements, *&c.* *And whereas* in and by one other Note of the ſame Date, under the Hand of the ſaid J. B. he the ſaid J. B. did promiſe to inſure unto the ſaid G. W. 60 *l.* on the ſaid Ship, *&c.* from the Port of her Lading in, *&c.* to her Port of Diſcharge in *Great Britain*, and the ſaid Note to be con-

ſtrued as a Subſcription on a Policy of Inſurance for Goods on Board the ſaid Ship, with Abatements, &c. as in and by the ſaid Notes may appear. *Now this Indenture further witneſſeth*, That the ſaid G. W. for the Conſiderations aforeſaid, hath aſſigned and ſet over, and by theſe Preſents doth aſſign and ſet over unto the ſaid B. A. his Executors, Adminiſtrators and Aſſigns, the ſaid two ſeveral Notes above-mentioned, and all Benefit and Advantage of them, and either of them, and all Money to be recovered on them or either of them. *Provided* always, and upon Condition, that if the ſaid G. W. his Heirs, Executors or Adminiſtrators, do and ſhall, well and truly pay or cauſe to be paid unto the ſaid B. A. his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation bearing equal Date herewith, wherein the ſaid G. W. ſtands bound to the ſaid B. A. in the penal Sum of, &c. that then and from thenceforth theſe Preſents, and every Covenant, Clauſe, Matter and Thing herein contained, ſhall ceaſe and be void, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid G. W. hath made, ordained, conſtituted and appointed, and by theſe Preſents doth make, ordain, conſtitute and appoint the ſaid B. A. his Executors, Adminiſtrators and Aſſigns, his true and lawful Attorney and Attornies; in the Name and Names of the ſaid G. W. his Executors, Adminiſtrators and Aſſigns, but to and for the Uſe of the ſaid B. A. his Executors, Adminiſtrators

ſtrators and Aſſigns, to ask, demand, ſue for, recover and receive of and from the ſaid J. B. his Executors and Adminiſtrators, the ſeveral Sums by him inſured and agreed to be paid, as aforeſaid, towards Payment and Satisfaction of the ſaid, *&c.* above-mentioned; and Acquittances and Diſcharges for him and them, in his and their Name and Names to give for the ſame, he the ſaid G. W. giving and hereby granting unto his ſaid Attorney and Attornies, his full and abſolute Power in the ſaid Premiſſes. *And* the ſaid G. W. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid B. A. his Executors, Adminiſtrators and Aſſigns, that he the ſaid B. A. ſhall and lawfully may from Time to Time, and at all Times from and after Default ſhall be made in Performance of the Proviſo or Condition herein before contained, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy, and receive and take to his and their own Uſe and Benefit, *All* and ſingular the ſaid Goods, Chattels and Premiſſes hereby bargained and ſold, or mentioned or intended to be hereby bargained and ſold, and every Part thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption or Denial of the ſaid G. W. his Executor, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whatſoever. *In Witneſs*, &c.

A Mortgage of Chambers in the Temple on Surrender, with Condition to Re-ſurrender on Payment of the Mortgage Money.

THIS *Indenture* made, &c. *Between* A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part. *Whereas* the ſaid A. B. did on the Day and Year, &c. Surrender into the Hands of, &c. Treaſurer of the *Middle Temple*, all that his Chamber Number 6. one Pair of Stairs in, &c. Court, and thereunto did procure G. H. Eſq; by the ſaid Treaſurer to be admitted for the Term of his Life, as a Security for the Payment of the Sum of, &c. to the ſaid G. H. in Conſideration whereof the ſaid G. H. did enter into one Bond or Obligation bearing Date, &c. of the Penalty of, &c. with Condition there under written, that if the ſaid G. H. did or ſhould on Payment of, &c. before the laſt Week in *Michaelmas* Term 1725, ſurrender back into the Hands of the Treaſurer of the *Middle Temple*, for the time Being, all the aforeſaid Chamber, with the Appurtenances, and at the proper Coſts of him the ſaid A. B. for the Fine and Admiſſion, procure him the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, to be thereunto admitted by the Treaſurer of the ſaid *Middle Temple*, (caſualty of Fire only excepted) and alſo in the mean Time until ſuch Surrender and Admiſſion as aforeſaid, did and ſhould permit and ſuffer the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, or his or their Tenants peaceably and quietly to Uſe, hold and enjoy the ſaid Chamber, and to have, receive, and take the Rent and Profits thereof, to his and their own Uſe and

and Uſes, without rendring any Account for the ſame to the ſaid E. F. his Executors or Adminiſtrators; *Or* if the ſaid G. H. ſhould by Death or otherwiſe be prevented from making ſuch Surrender, or procuring ſuch Admiſſion as aforeſaid, then if the ſaid E. F. his Executors, Adminiſtrators or Aſſigns, ſhould well and truly pay, or cauſe to be paid, unto the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 100*l.* of lawful Money of *Great Britain*, on or before the laſt Day of *Michaelmas* Term 1725, before mentioned, the ſame Bond or Obligation to be void, otherwiſe to remain in full Force, as by the ſaid Bond or Obligation may more fully appear. *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of 100*l.* of, *&c.* to the ſaid A. B. in Hand paid by the ſaid C. D. at and before the Sealing and Delivery of theſe Preſents, he the ſaid A. B. *hath* granted, bargained, aſſigned and ſet over unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, the above recited Bond or Obligation of, *&c.* Penalty, and all Sum and Sums of Money in the ſame, and the Condition thereof expreſſed, and all Benefit and Advantage thereupon ariſing or hereafter to accrue in any wiſe, and all the Eſtate, Right, Title, Intereſt, Equity of Redemption, Claim and Demand whatſoever, of him the ſaid A. B. of, in and to the ſaid Chamber, mentioned in the Condition of the ſaid recited Bond or otherwiſe; *And* the ſaid A. B. for himſelf, his Executors and Adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, that the ſaid Bond or Obligation a-

bove recited, or any Part thereof, is not diſcharged nor releaſed: *And* that he the ſaid A. B. his, *&c.* will not at any Time hereafter Diſcharge or Releaſe the ſaid Bond or Obligation, or the Condition thereof, or any thing therein contained, or will do any act whatſoever, whereby the ſaid C. D. his Executors or Adminiſtrators, ſhall or may be defeated or deprived of the Benefit of the ſame, or of the Chamber and Premiſſes above-mentioned; *And* the ſaid A. B. hath made and appointed the ſaid C. D. his, *&c.* his true and lawful Attorney and Attornies, irrevocable to ask, demand and receive of the ſaid G. H. his Executors, *&c.* the above Sum of 100*l.* in caſe of Failure in the Surrender of the Chamber above-mentioned, at the Time above limited. And the ſaid C. D. his Executors, *&c.* ſhall and may at any Time or Times hereafter (if Occaſion be) make Uſe of the Name of him the ſaid A. B. or his Executors, *&c.* in ſuing of the ſaid Bond or Obligation herein before mentioned to be hereby aſſigned for the Recovery of the ſaid Sum therein expreſs'd, and obliging the Performance of the Condition thereof; *And* that he, they, or any of them will not releaſe, diſcharge, diſcontinue or diſown any Action or Actions, Suit or Suits to be brought in his, their, or any of their Name or Names, but will avow the ſame, and do any other Act or Acts for the further Aſſurance of the ſaid Chamber and Premiſſes above-mentioned to the ſaid C. D. his Executors, *&c.* as Counſel ſhall adviſe. *Provided* always, and it is covenanted and agreed, by and between the ſaid Parties hereunto, that if the ſaid A. B. his Heirs, Executors or Adminiſtrators, do and

ſhall

ſhall well and truly pay or cauſe to be paid unto the ſaid C. D. his Executors, &c. the full and juſt Sum of 105 *l.* of lawful Money, &c. on the Day, &c. without any Deduction or Abatement for Taxes, or any other Matter or Thing whatſoever, that then and at all Times thence after theſe Preſents ſhall be void and of none Effect to all Intents and Purpoſes. *And* until Default ſhall be made in Payment of the ſaid Sum of, &. the ſaid A. B. and his Aſſigns ſhall and lawfully may, detain and keep the Poſſeſſion of the Chamber above-mentioned, and receive the Rents and Profits thereof to his and their own Uſe and Uſes, according to his and their Intereſt therein before the making of theſe Preſents, without the Interruption or Denial of the ſaid C. D. or any claiming by, from or under him. *In Witneſs*, &c.

A Mortgage of an Annuity, iſſuing out of Lands.

THIS *Indenture* made, &c. *Between* A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part: *Whereas* in and by one Indenture bearing Date, &c. made between F. G. of, &c. of the one Part, and the ſaid A. B. of the other Part, the ſaid F. G. for the Conſiderations therein-mentioned, did give, grant and confirm unto the ſaid A. B. and his Aſſigns, one Annuity or yearly Rent-charge of, &c. to be received and iſſuing out of a Meſſuage or Tenement called, &c. ſituate, &c. in the Tenure of, &c. *To hold* unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, for and during the Term of, &c. from thence next enſuing, and fully to be compleat and ended, payable half Yearly by equal Portions, *As* in

and by the recited Indenture may more fully appear. *Now this Indenture witneſſeth*, That the ſaid A. B. for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid C. D. the Receipt whereof he doth hereby confeſs and acknowledge, he the ſaid A. B. *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, &c. unto the ſaid C. D. the ſaid Annuity or yearly Rent of, &c. above-mentioned, to be iſſuing and payable out of the ſaid Meſſuage, &c. ſo to him granted as aforeſaid; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand of him the ſaid A. B. of, in and to the ſame: *To have and to hold* the ſaid Annuity, or yearly Rent-charge of, &c. above-mentioned, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of, &c. above-recited, which is yet to come and unexpired. *Provided* always, and it is covenanted and agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, do and ſhall, well and truly pay or cauſe to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. in and upon, &c. next coming without any Deduction, &c. then theſe Preſents, and every Thing herein contained ſhall ceaſe, determine and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid A. B. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, that he the ſaid A. B. his Executors, Adminiſtrators

ſtrators or Aſſigns, ſhall and will, well and truly pay, or cauſe to be paid, unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, &c. in and upon the ſaid Day of, &c. next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents: *And alſo*, that he the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly have, hold, receive and enjoy the ſaid Annuity or yearly Rent above-mentioned, and every Part thereof, for and during all the Reſt and Reſidue of the ſaid Term of, &c. above-mentioned, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid A. B. his Heirs, Executors or Adminiſtrators, or of any other Perſon or Perſons, claiming or to claim, by, from or under him, them or any of them. *And laſtly*, It is agreed by and between the ſaid Parties to theſe Preſents, that until Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, he the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, ſhall and may have, hold, receive and enjoy the ſaid Annuity or yearly Rent above-mentioned, and every Part thereof, to his own proper Uſe and Benefit, any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A com-

A common Mortgage of Lands for a Term of 500 Years.

THIS *Indenture* made, &c. *Between* A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, *Witneſſeth*, That the ſaid A. B. for and in Conſideration of the Sum of 500 *l.* of, &c. to him in Hand paid by the ſaid C. D. the Receipt whereof he doth hereby confeſs and acknowledge, he the ſaid A. B. *Hath* granted, bargained and ſold, and by theſe Preſents doth grant, &c. unto the ſaid C. D. *All* that Meſſuage or Tenement, commonly called, &c. and alſo, &c. ſituate, lying and being in, &c. and alſo the Reverſion and Reverſions, Remainder and Remainder, Rents and Services of the ſaid Premiſſes, and of every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 500 Years next and immediately enſuing and following, fully to be compleat and ended: *Yielding* and paying therefore yearly, during the ſaid Term, one Pepper-Corn in and upon the Feaſt of St. *Michael* the Archangel only, if demanded. *Provided* always and upon Condition, that if the ſaid A. B. his Heirs or Aſſigns, do and ſhall, well and truly pay, or cauſe to be paid, unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns the full Sum of 12 *l.* 10 *s.* of, &c. in and upon, &c. next coming: And alſo the further full Sum of 512 *l.* 10 *s.* of, &c. in and upon,

upon, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary, that then and from thenceforth theſe Preſents, and every Thing herein contained ſhall ceaſe, determine and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid A. E. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, that he the ſaid A. B. his Heirs or Aſſigns, ſhall and will, well and truly pay, or cauſe to be paid, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, the ſaid full Sum of 12 *l.* 10 *s.* of, &c. in and upon the ſaid, &c. next coming; And alſo the ſaid further full Sum of 512 *l.* 10 *s.* of, &c. in and upon the ſaid, &c. which will be in the ſaid Year of our Lord, &c. without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contain'd, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the ſaid Term of 500 Years hereby granted, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid A. B. his Heirs and Aſſigns,

and

and of all and every other Perſon and Perſons whatſoever. *And further*, that he the ſaid A. B. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, *&c.* All and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfecting, granting, and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances unto the ſaid C. D. To hold to him, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 500 Years above granted, which ſhall be then to come and unexpired, as by the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, or his or their Counſel Learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is; and it is hereby ſo declared, that nntil Default in Performance of the Proviſo or Condition herein contained, he the ſaid A. B. his Heirs and Aſſigns, ſhall and may hold and enjoy all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit,

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any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of Lands for 1000 *Years, as a Security for Payment of Money according to a Bond, with Covenant to make further Aſſurance after Default in Payment, abſolutely freed from the Proviſo, and all Equity of Redemption*, &c.

THIS *Indenture* made, *&c. Between* Sir C. K. of, *&c.* of the one Part, and T. E. of, *&c.* of the other Part; *Witneſſeth*, That the ſaid Sir C. K. for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid T. E. at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he doth hereby confeſs and acknowledge, *Hath* granted, bargained and ſold, and by theſe Preſents doth grant, *&c.* to the ſaid T. E. *All* that Capital Meſſuage, Tenement or Farm, commonly called and known, *&c.* together with all Lands, *&c.* thereunto belonging or therewith uſed, occupied and enjoyed, containing by Eſtimation, *&c.* Acres, or thereabouts (be the ſame more or leſs) with the Appurtenances, lying and being, *&c.* in as large and ample Manner and Form, as N. K. Eſq; deceaſed, purchaſed the ſame of and from one A. B. Gent. or as he the ſaid A. B. now holds the ſame, by Leaſe granted to him by the ſaid N. K. in his Life-time; and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premiſſes above-mentioned, and of every

very Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Meſſuage or Tenement, Farm, Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, for and during the full End and Term of 1000 Years next and immediately enſuing and following, fully to be compleat and ended: *Yielding* and paying therefore yearly, during the ſaid Term, one Pepper-Corn, in and upon the Feaſt of St. *Michael* the Archangel only, if demanded. *Provided* always, and upon Condition, that if the ſaid Sir C. K. his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon the Day, *&c.* next coming, without any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation, bearing equal Date herewith, wherein the ſaid Sir C. K. is and ſtandeth bound to the ſaid T. E. in the penal Sum of, *&c.* of like, *&c.* that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid Sir C. K. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, that he the ſaid Sir C. K. his Heirs, Executors or Adminiſtrators, ſhall and will, well and truly pay, or cauſe to be paid, unto the

the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, &c. in and upon the ſaid Day of, &c. next coming, without any Deduction or Abatement, as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* the ſaid Sir C. K. for himſelf, his Heirs and Aſſigns, doth alſo covenant and grant to and with the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, that he the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, ſhall and may, at all Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Meſſuage, Farm Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the ſaid Term of 1000 Years hereby granted, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid Sir C. K. his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And further*, That he the ſaid Sir C. K. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, &c. *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever for the further, better and more

more perfect granting and aſſuring of *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances unto the ſaid T. E. *To hold* to him the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, for and during the Remainder of the ſaid Term of 1000 Years above-mentioned, which ſhall be then to come and unexpired; abſolutely freed and diſcharged of and from the Proviſo or Condition aforeſaid, and of and from all Benefit and Equity of Redemption of the ſaid Premiſſes, by Virtue or Colour thereof, or otherwiſe howſoever, as by the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, or his or their Counſel Learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid Sir C. K. his Heirs and Aſſigns, ſhall and may hold and enjoy all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents, Iſſues and Profits thereof to his and their own proper Uſe and Benefit, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of Lands given by Will, ſubject to Payment of ſeveral Legacies, made for 500 Years from the Deviſee, and two other Perſons, to whom ſeveral different Terms were aſſigned in Truſt, to attend the Fee on the Deviſors purchaſing the Premiſſes.

THIS Indenture Tripartite made, *&c. Between* T. S. of, *&c.* of the firſt Part, S. P. of, *&c.* and T. O. of, *&c.* of the ſecond Part, and R. B. of, *&c.* of the third Part: *Whereas* S. S. late of, *&c.* deceaſed, Uncle of the ſaid T. S. being ſeized in Fee-ſimple of the Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, did duly make and publiſh his laſt Will and Teſtament in Writing bearing Date, *&c.* and therein and thereby (amongſt divers other Things) gave and deviſed the ſame to the ſaid T. S. his Heirs and Aſſigns for ever; ſubject to the Payment of ſeveral Legacies in Manner, and in the Words, or to the Effect following (*viz.*) I give and bequeath unto my Niece K. R. Daughter of my Siſter S. R. 50 *l.* to be paid to her by my Nephew T. S. herein after named, Son of my Brother T. S. within one Year next after my Deceaſe. *Item*, I give to every Son and Daughter of, *&c.* 50 *l.* apiece to be paid, or ſecured to them reſpectively by my ſaid Nephew T. S. as ſoon as they ſhall reſpectively attain the Age of 25 Years, and not otherwiſe; And my Will is, and I hereby declare, That in Caſe my Nephew T. S. ſhall from Time to Time, as the ſame ſhall become due, pay to my ſaid Nephews and Nieces, the Sons and Daughters of, *&c.* being ten Per-

more perfect granting and aſſuring of *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances unto the ſaid T. E. *To hold* to him the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, for and during the Remainder of the ſaid Term of 1000 Years above-mentioned, which ſhall be then to come and unexpired; abſolutely freed and diſcharged of and from the Proviſo or Condition aforeſaid, and of and from all Benefit and Equity of Redemption of the ſaid Premiſſes, by Virtue or Colour thereof, or otherwiſe howſoever, as by the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, or his or their Counſel Learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid Sir C. K. his Heirs and Aſſigns, ſhall and may hold and enjoy all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents, Iſſues and Profits thereof to his and their own proper Uſe and Benefit, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of Lands given by Will, ſubject to Payment of ſeveral Legacies, made for 500 Years from the Deviſee, and two other Perſons, to whom ſeveral different Terms were aſſigned in Truſt, to attend the Fee on the Deviſors purchaſing the Premiſſes.

THIS Indenture Tripartite made, *&c. Between* T. S. of, *&c.* of the firſt Part, S. P. of, *&c.* and T. O. of, *&c.* of the ſecond Part, and R. B. of, *&c.* of the third Part: *Whereas* S. S. late of, *&c.* deceaſed, Uncle of the ſaid T. S. being ſeized in Fee-ſimple of the Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, did duly make and publiſh his laſt Will and Teſtament in Writing bearing Date, *&c.* and therein and thereby (amongſt divers other Things) gave and deviſed the ſame to the ſaid T. S. his Heirs and Aſſigns for ever; ſubject to the Payment of ſeveral Legacies in Manner, and in the Words, or to the Effect following (*viz.*) I give and bequeath unto my Niece K. R. Daughter of my Siſter S. R. 50 *l.* to be paid to her by my Nephew T. S. herein after named, Son of my Brother T. S. within one Year next after my Deceaſe. *Item*, I give to every Son and Daughter of, *&c.* 50 *l.* apiece to be paid, or ſecured to them reſpectively by my ſaid Nephew T. S. as ſoon as they ſhall reſpectively attain the Age of 25 Years, and not otherwiſe; And my Will is, and I hereby declare, That in Caſe my Nephew T. S. ſhall from Time to Time, as the ſame ſhall become due, pay to my ſaid Nephews and Nieces, the Sons and Daughters of, *&c.* being ten Per-

ſons in the whole, or give to them reſpectively ſuch Security within ſix Months after my Deceaſe, as they or their Fathers ſhall approve for the Payment to them of the ſaid 50*l.* a Piece reſpectively, then and in ſuch Caſe, and not otherwiſe, I hereby give, deviſe and bequeath unto my ſaid Nephew T. S. *All* that Meſſuage or Tenement, called by the Name of, &c. late in the Tenure of, &c. being Part of my Manor of, &c. in, &c. *And* alſo the Reverſion and Inheritance of all thoſe ſeveral Tenements, and all Lord's Rents and Heriots to each of them belonging, now in the ſeveral Poſſeſſions of, &c. with the Royalty or Lordſhip of my ſaid Manor of, &c. with its Rights, Members and Appurtenances; *To hold* to my ſaid Nephew T. S. and his Heirs and Aſſigns for ever, as in and by the ſaid Will may more fully appear. *And whereas* the ſaid T. S. hath ſince paid and ſecured or agreed to pay and ſecure the ſeveral Legacies before given to the ſeveral Perſons to whom they reſpectively are bequeathed; and hath alſo obtained a Releaſe of all and ſingular the Premiſſes from J. S. Gent. eldeſt Brother and Heir of the ſaid S. S. deceaſed. *Now this Indenture witneſſeth*, That the ſaid T. S. for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid R. B. the Receipt whereof he doth hereby acknowledge; And the ſaid S. P. in Purſuance and Part of Performance of a Truſt in him repoſed by the ſaid S. S. deceaſed, and in Conſideration alſo of the Sum of 5*s.* in Money to the ſaid S. P. in Hand paid by the ſaid R. B. the Receipt whereof is hereby alſo acknowledged, he the ſaid T. S. and the ſaid S. P. by the Direction

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and Appointment of the ſaid T. S. teſtified by his being a Party to and ſigning and ſealing hereof, *Have* and each of them hath granted, bargained and ſold, and by theſe Preſents do and each of them doth grant, &c. unto the ſaid R. B. *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, to be given and deviſed unto the ſaid T. S. by the laſt Will and Teſtament of the ſaid S. S. deceaſed, and every Part and Parcel thereof, with the Appurtenances (except the Tenement in the Poſſeſſion of the ſaid, &c. the Reverſion and Inheritance whereof the ſaid T. S. hath lately ſold and conveyed or contracted and agreed to ſell and convey to the ſaid, &c. and his Heirs): And alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever, of him the ſaid T. S. ſituate, lying and being in, &c. whereof or wherein he the ſaid T. S. or any other Perſon or Perſons in Truſt for him, is or are ſeized of any Eſtate of Inheritance in Poſſeſſion, Reverſion or Remainder, by Virtue of the Will of the ſaid S. S. or otherwiſe, together with all and ſingular Ways, Waters, Watercourſes, Fiſhings, Royalties, Trees, Woods and Underwoods, Commons and Common of Paſture, Eaſements, Profits, Commodities, Advantages and Appurtenances whatſoever, to the ſaid ſeveral Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and hereby intended to be granted, bargained and ſold, belonging or in any wiſe appertaining or accepted, reputed or taken as Part, Parcel, or Member thereof, or of any Part thereof; And alſo the Reverſion and Reverſions, Re-

mainder and Remainders, Rents and Services of all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, together with all Deeds, Evidences, Writings and Counterparts of Leaſes, touching and concerning the ſame Premiſſes only, or only any Part thereof: *To have and to hold* all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-recited, and hereby intended to be granted, bargained and ſold, and every Part and Parcel thereof, with the Appurtenances unto the ſaid R. B. her Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of 500 Years next and immediately enſuing and following, and fully to be compleat and ended: *Yielding* and paying therefore yearly one Pepper-Corn in and upon the Feaſt-Day of St. *Michael* the Archangel (only, if demanded. *And* the ſaid T. O. for and in Conſideration of 5 *s.* to him in Hand alſo paid by the ſaid R. B. by and with the Direction and Appointment of the ſaid T. S. *Hath* as much as in him lieth granted, bargained, ratified and confirmed, *All* and ſingular the Premiſſes hereby granted and demiſed or mentioned or intended ſo to be unto the ſaid R. B. *To have* and to hold unto the ſaid R. B. her Executors, Adminiſtrators and Aſſigns, for all the Term and Intereſt, which he the ſaid T. S. hath or claimeth thereto. *Provided* always, and upon Condition, that if the ſaid T. S. his Heirs or Aſſigns, do and ſhall, well and truly pay or cauſe to be paid unto the ſaid R. B. her Executors, Adminiſtrators or Aſſigns, the full Sum

The Term aſſigned to T. O. in Truſt is leſs than 500 Years, which occaſions this ſeparate Grant, &c.

Sum of, &c. in and upon, &c. next coming; And alſo the further full Sum of, &c. of like, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary, that then and from thenceforth theſe Preſents, and every Thing herein contained ſhall ceaſe, determine, and be void, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid T. S. for himſelf, his Heirs and Aſſigns, doth covenant and gaant to and with the ſaid R. B. her Executors, Adminiſtrators and Aſſigns, that he the ſaid T. S. his Heirs or Aſſigns, ſhall and will, well and truly pay or cauſe to be paid unto the ſaid R. B. her Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, &c. in and upon the ſaid, &c. next coming, and alſo the ſaid further full Sum of, &c. of the like, &c. in and upon the ſaid Day, &c. which will be in the ſaid Year of our Lord, &c. without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That ſhe the ſaid R. B. her Executors, Adminiſtrators and Aſſigns, ſhall and may after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and hereby intended to be granted, bargained and ſold, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the ſaid Term of 500 Years above-menti-

oned, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of them the ſaid T. S. S. P. and T. O. or any or either of them, their or any or either of their Heirs or Aſſigns, and of all and every other Perſon or Perſons whatſoever. *And further*, that they the ſaid T. S. S. P. and T. O. their Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid R. B. her Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever for the further, better and more perfect granting and aſſuring of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments above-mentioned, and every Part and Parcel thereof, with the Appurtenances unto the ſaid R. B. *To hold* to the ſaid R. B. her Executors, Adminiſtrators and Aſſigns, for and during the Remainder of the ſaid Term of 500 Years above-mentioned, which ſhall be then to come and unexpired; abſolutely freed and diſcharged of and from the Proviſo or Condition herein before mentioned, and of and from all Equity and Benefit of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe, as by the ſaid R. B. her Executors, Adminiſtrators or Aſſigns, or her or their Counſel

Counſel Learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And* the ſaid S. P. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid R. B. her Executors, Adminiſtrators and Aſſigns, That he the ſaid S. P. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate or otherwiſe howſoever. *And* the ſaid T. O. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid R. B. her Executors, Adminiſtrators and Aſſigns, That he the ſaid T. O. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And laſtly*, It is agreed by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid T. S. his Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of a Houſe held for Term of One thouſand Years, by Way of Aſſignment.

THIS Indenture made, &c. *Between W. H.* of, &c. and *E.* his Wife, (Daughter of *E. W.* who was Executor of *W. K.* who was Son of *R. K.*) of the one Part; and *G. A.* of, &c. of the other Part. *Whereas* E. H. of, &c. by Indenture bearing Date, &c. for the Conſiderations therein mentioned, *Did* bargain, ſell, demiſe, grant and to Farm let, unto *A. B.* Eſq; *All* that Meſſuage or Tenement, with the Appurtenances, ſituate, lying and being in, &c. and then or late in the Tenure of, &c. or his Aſſigns: And alſo all Houſes, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Ways, Eaſements, Profits, Commodities, Lands and Hereditaments, with their and every of their Appurtenances to the ſaid Meſſuage, or Tenement and Premiſſes belonging, or therewith then uſed, occupied or enjoyed: *To be had and holden* unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, immediately from and after the Deceaſe of *E. H.* for and during the Term of 1000 Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte; *At* and under the yearly Rent of 3 *d.* as in and by the ſaid recited Indenture may more fully appear. *And whereas* the ſaid *A. B.* (after the Death of the ſaid *E. H.*) by his Indenture bearing Date, &c. for the Conſiderations therein-mentioned, did bargain, ſell, aſſign and ſet over unto *R. K.* of, &c. *All* the ſaid recited Meſſuage or Tenement, with the Appurtenances above-mentioned, *To be had and holden* unto the ſaid *R. K.* his

his Executors, Adminiſtrators and Aſſigns, from, &c. for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years in the ſaid firſt recited Indenture mentioned which was then to come and unexpired, without Impeachment of Waſte, *At* and under the ſaid yearly Rent of 3 *d.* as in and by the ſaid laſt recited Indenture may more fully and at large appear. *And whereas* the ſaid Meſſuage or Tenement, and Premiſſes, with the Appurtenances above-recited, are now legally come unto and veſted in the ſaid *W. H.* and *E.* his Wife, or one of them, for the Remainder of the ſaid Term of 1000 Years, as may appear. *Now this Indenture witneſſeth*, That the ſaid *W. H.* and *E.* his Wife, for and in Conſideration of the Sum of, &c. to them or one of them in Hand paid by the ſaid *G. A.* the Receipt whereof they the ſaid *W. H.* and *E.* his Wife do hereby confeſs and acknowledge; they the ſaid *W. H.* and *E.* his Wife, *Have* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do grant, &c. unto the ſaid *G. A. All* and ſingular the ſaid Meſſuage or Tenement, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; (which ſaid Meſſuage is now known by the Name or Sign of, &c.) And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, as well in Equity as in Law, of him the ſaid *W. H.* and *E.* his Wife, of, in and to the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Meſſuage or Tenement, Hereditaments and Premiſſes above-mentioned, and every

every Part and Parcel thereof, with the Appurtenances, unto the ſaid *G. A.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above-recited, which is yet to come and unexpired: *Provided* always, and upon Condition, That if the ſaid *W. H.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *G. A.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next coming, without any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation bearing equal Date herewith, wherein the ſaid *W. H.* and *J. H.* his Son are and ſtand bound to the ſaid *G. A.* in the penal Sum of, *&c.* of like, *&c.* That then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid *W. H.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *G. A.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *W. H.* his Heirs, Ezecutors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *G. A.* his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, *&c.* in and upon the ſaid Day, *&c.* next coming, according to the true Intent and Meaning of theſe Preſents, and the Condition of the Bond or Obligation above-mentioned. *And* the ſaid *W. H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth further covenant and grant

grant to and with the ſaid *G. A.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That the ſaid Term of 1000 Years hereby aſſigned, is ſtill in Being and ſubſiſting, and not ſurrendred, diſcharged, or otherwiſe avoided. *And* that he the ſaid *W. H.* at the Time of Sealing and Delivery hereof, hath good Right, full Power and lawful Authority, to grant and aſſign the ſaid Premiſſes above-mentioned, and every Part and Paacel thereof, with the Appurtenances, in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid *G. A.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Meſſuage or Tenement, and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the ſaid Term of 1000 Years hereby aſſigned, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns, or any other Perſon or Perſons whatſoever. *And further*, That he the ſaid *W. H.* his Executors and Adminiſtrators, and all and every other Perſon and Perſons, and his and their Executors and Adminiſtrators, any Thing having or claiming in the ſaid Meſſuage, Tenement and Premiſſes above-mentioned to be hereby aſſigned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the

the Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, &c. *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *G. A. To hold* to him, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above-recited which ſhall be then to come and unexpired, abſolutely freed and diſcharged of and from the Proviſo or Condition aforeſaid, and of and from all Benefit and Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever; as by the ſaid *G. A.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is covenanted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns, ſhall and may hold and enjoy all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mort-

A Mortgage of Lands held by Settlement for ſixty Years, if the Party lives ſo long, and of other Lands, for five hundred Years, with two ſeveral Habendums, *&c.*

THIS Indenture made, *&c. Between A. B.* of, *&c.* of the one Part; and *C. D.* of, *&c.* of the other Part: *Witneſſeth*, That the ſaid *A. B.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *C. D.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he doth hereby confeſs and acknowledge; he the ſaid *A. B. Hath* demiſed, granted, bargained and ſold, and by theſe Preſents doth demiſe, *&c.* unto the ſaid *C. D. All* that Meſſuage or Tenement, *&c.* ſituate, *&c.* And alſo all that other Meſſuage or Tenement, *&c.* in the Poſſeſſion of, *&c.* together with one Piece or Parcel of Meadow, *&c.* containing, *&c.* all lying and being in the ſaid Pariſh of, *&c.* And alſo all Ways, *&c.* And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: *To have and to hold* the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, to be ſituate, lying and being in the Pariſh of, *&c.* and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during the Term of ſixty Years next enſuing, and fully to be compleat and ended, if he the ſaid *A. B.* ſhall ſo long happen to live. *And to have and to hold* the ſaid Meſſuage or Tenement, Lands, Hereditaments

ditaments and Premiſſes above-mentioned, to be ſituate, lying and being in the ſaid Pariſh of, &c. and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of 500 Years next and immediately enſuing and following, fully to be compleat and ended, without Impeachment of or for any Manner of Waſte. *Yielding* and paying therefore yearly, during the ſaid Term, one Pepper-Corn in and upon the Feaſt of St. *Michael* the Archangel only, if demanded: *Provided* always, and upon Condition, That if the ſaid *A. B.* his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. in and upon, &c. without any Deduction, Defalcation or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, &c. in and upon, &c. without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* alſo that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all

Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid two ſeveral Meſſuages or Tenements, Lands, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the ſaid ſeveral Terms of 60 Years and 500 Years hereby demiſed and granted which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *A. B.* his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And further*, That he the ſaid *A. B.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *C. D. To hold* to him the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Terms of 60 Years and 500 Years hereby granted, which ſhall be then to come and unexpired, abſolutely freed and diſcharged of and from the Proviſo or Condition aforeſaid,

ſaid, and of and from all Benefit and Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever; as by the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default in Performance of the Proviſo or Condition herein contained, he the ſaid *A. B.* his Heirs and Aſſigns, ſhall and may hold and enjoy all and ſingular the ſaid Premiſſes abovementioned, and receive and take the Rents, Iſſues and Profits thereof to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of a Farm for 1000 *Years, with a Covenant to ſave the Mortgagee harmleſs from all Taxes, and for peaceable Enjoyment, (after Default in the Proviſo) free from all Incumbrances; and alſo a Covenant to levy a Fine*, &c.

THIS *Indenture* made, *&c. Between M. H.* of, *&c.* and *G. H.* of, *&c.* and *A.* Wife of the ſaid *G. H.* of the one Part; and Sir *F. C.* of, *&c.* Knt. of the other Part, *Witneſſeth*, That the ſaid *G. H.* for and in Conſideration of the Sum of 1000 *l.* of, *&c.* to him in Hand paid by the ſaid Sir *F. C.* the Receipt whereof the ſaid *G. H.* doth hereby confeſs and acknowledge: And the ſaid *M. H.* at the Requeſt,

and by and with the Conſent and Agreement of the ſaid *G. H.* And in Conſideration alſo of the Sum of 5 *s.* of like, *&c.* to him the ſaid *M. H.* in Hand paid by the ſaid Sir *F. C.* the Receipt whereof he doth hereby confeſs and acknowledge; they the ſaid *G. H.* and *M. H. Have*, and either of them hath granted, bargained and ſold, and by theſe Preſents do, and either of them doth grant, *&c.* unto the ſaid Sir *F. C. All* that Farm, and all thoſe Cloſes of Meadow or Paſture Ground, with the Appurtenances, commonly called or known by the Name or Names of, *&c.* or by all or any of the ſaid Names; And all that the Farm-houſe, with the Barn, Out-houſes and Buildings thereon now ſtanding; And all that Cloſe of Meadow, *&c.* All which ſaid Premiſſes do contain in the Whole, by Eſtimation, 150 Acres, be the ſame more or leſs, and are ſituate, lying and being in the Pariſh of, *&c.* and formerly were in the joint or ſeveral Tenures or Occupations of, *&c.* and late were in the Tenure of, *&c.* And alſo all that the little Stream or Rivulet encompaſſing or adjoining to a great Part of the ſaid hereby granted Premiſſes; And alſo all and ſingular Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Trees, Woods, Underwoods, Ways, Waters, Eaſements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Meſſuage, Farm, Cloſes of Ground, and Premiſſes above-mentioned, every or any Part thereof belonging or appertaining, or therewith or with any Part thereof, as Part, Parcel or Member thereof, demiſed, letten, uſed, occupied or enjoyed, reputed, taken or known, as Part, Parcel

or Member thereof; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Farm, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid Sir *F. C.* his Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years next and immediately enſuing and following, and fully to be compleat and ended. *Yielding* and paying therefore yearly, during the ſaid Term, one Pepper-Corn in and upon the Feaſt of St. *Michael* the Archangel (only if the ſame ſhall be lawfully demanded). *Provided* always, and upon Condition, That if the ſaid *G. H.* his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid Sir *F. C.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next coming, without any Deduction or Defalcation for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine, and be void to all Intents and Purpoſes whatſoever, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* each of them the ſaid *G. H.* and *M. H.* ſeverally and apart, and not jointly, and for his ſeveral Heirs and Aſſigns, doth covenant and grant to and with the ſaid Sir *F. C.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *G. H.* his Heirs

or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid Sir *F.C.* his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, *&c.* in and upon the ſaid, *&c.* next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid *G. H.* his Heirs or Aſſigns, ſhall and will at all Times hereafter ſave harmleſs and keep indemnified the ſaid Sir *F. C.* his Executors, Adminiſtrators and Aſſigns, of and from all Taxes and Payments whatſoever impoſed or to be impoſed, either on the Security hereby given, or the Money hereby ſecured, or any Part thereof, or on the ſaid Sir *F. C.* his Executors, Adminiſtrators or Aſſigns, for or in Reſpect thereof, or of any Part thereof. *And alſo*, That they the ſaid *G. H.* and *M. H.* have, or one of them now hath, good Right, full Power and lawful Authority, in their or one of their own Rights or Right, to grant, bargain and ſell, all and ſingular the ſaid Farm, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid Sir *F. C. To hold* to him, his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of 1000 Years above-mentioned, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That the ſaid Sir *F. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years hereby granted, which ſhall be then to come and unexpired,

peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of them the ſaid *G. H.* and *M. H.* their Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And* that freed and diſcharged of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever. *And* the ſaid *G. H.* and *M. H.* for themſelves, their Heirs and Aſſigns, do covenant, grant and agree, to and with the ſaid Sir *F. C.* his Heirs and Aſſigns, That they the ſaid *G. H.* and *A.* his Wife, and *M. H.* ſhall and will on this Side, and before the End of this preſent *Eaſter* Term, before the King's Majeſty's Juſtices of the Court of *Common Pleas* at *Weſtminſter*, acknowledge and levy in due Form of Law unto *T. E.* of, *&c.* and his Heirs, One Fine *Sur Conuzance de Droit come ceo*, *&c.* with Proclamations to be thereupon had, according to the Form of the Statute in that Caſe made and provided, of *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, (amongſt other Things) by ſuch Name and Names, Quantities, Qualities, and Numbers of Meſſuages, Acres and Things, as by the ſaid Sir *F. C.* or his

his Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required; Which ſaid Fine ſo to be had and levied in Manner aforeſaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, ſued or proſecuted, of the ſaid Premiſſes, or any Part thereof, ſhall be and enure, and ſhall be adjudged, eſteemed and taken to be and enure, *In* the firſt Place, for the ſtrengthening, corroborating and confirming of the ſaid Term of 1000 Years abovementioned to be granted to the ſaid Sir *F. C.* ſubject nevertheleſs to the Proviſo or Condition herein contained; And from and after the Expiration or other Determination of the ſaid Term, then to the only proper Uſe and Behoof of the ſaid *G. H.* his Heirs and Aſſigns for ever. *And further*, That he the ſaid *G. H.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Farm and Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time and Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, upon the reaſonable Requeſt of the ſaid Sir *F. C.* his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſuring of the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the ſaid Sir *F. C.* his Executors, Adminiſtrators and Aſſigns, for and du-

peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of them the ſaid *G. H.* and *M. H.* their Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And* that freed and diſcharged of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever. *And* the ſaid *G. H.* and *M. H.* for themſelves, their Heirs and Aſſigns, do covenant, grant and agree, to and with the ſaid Sir *F. C.* his Heirs and Aſſigns, That they the ſaid *G. H.* and *A.* his Wife, and *M. H.* ſhall and will on this Side, and before the End of this preſent *Eaſter* Term, before the King's Majeſty's Juſtices of the Court of *Common Pleas* at *Weſtminſter*, acknowledge and levy in due Form of Law unto *T. E.* of, *&c.* and his Heirs, One Fine *Sur Conuzance de Droit come ceo, &c.* with Proclamations to be thereupon had, according to the Form of the Statute in that Caſe made and provided, of *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, (amongſt other Things) by ſuch Name and Names, Quantities, Qualities, and Numbers of Meſſuages, Acres and Things, as by the ſaid Sir *F. C.* or his

his Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required; Which ſaid Fine ſo to be had and levied in Manner aforeſaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, ſued or proſecuted, of the ſaid Premiſſes, or any Part thereof, ſhall be and enure, and ſhall be adjudged, eſteemed and taken to be and enure, *In* the firſt Place, for the ſtrengthening, corroborating and confirming of the ſaid Term of 1000 Years above-mentioned to be granted to the ſaid Sir *F. C.* ſubject nevertheleſs to the Proviſo or Condition herein contained; And from and after the Expiration or other Determination of the ſaid Term, then to the only proper Uſe and Behoof of the ſaid *G. H.* his Heirs and Aſſigns for ever. *And further*, That he the ſaid *G. H.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Farm and Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time and Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, upon the reaſonable Requeſt of the ſaid Sir *F. C.* his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſuring of the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the ſaid Sir *F. C.* his Executors, Adminiſtrators and Aſſigns, for and du-

ring all the Reſt and Reſidue of the ſaid Term of 1000 Years hereby granted, which ſhall be then to come and unexpired, diſcharged of and from the Proviſo or Condition aforeſaid, and of and from all Benefit and Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever, as by the ſaid Sir *F. C.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That the ſaid *G. H.* his Heirs and Aſſigns, ſhall and may, until Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, peaceably and quietly have, hold and enjoy, all and ſingular the ſaid Farm and Premiſſes above-mentioned, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mort-

A Mortgage of a Manor, made to a Man and his Wife for Three hundred Years, with Exceptions of Incumbrances; and Covenant that ſix Months Warning ſhall be given of paying in the Principal Money.

THIS *Indenture* made, *&c. Between W. L.* of, *&c.* Eſq; *J. H.* of, *&c.* and *W. E.* of, *&c.* of the one Part; and *A. S.* of, *&c.* and *A.* his Wife, of the other Part: *Witneſſeth*, That the ſaid *W. L.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *A. S.* and *A.* his Wife, the Receipt whereof he the ſaid *W. L.* doth hereby confeſs and acknowledge; And the ſaid *J. H.* and *W. E.* in Purſuance and Part of Performance of the Truſt in them repoſed by the ſaid *W. L.* and at his Inſtance and Requeſt teſtified by his joining herein, and ſigning and ſealing hereof; and in Conſideration alſo of 5 *s.* in Money to them in Hand alſo paid by the ſaid *A. S.* and *A.* his Wife, the Receipt whereof is hereby alſo acknowledged; he the ſaid *W. L.* and they the ſaid *J. H.* and *W. E.* at his Inſtance and Requeſt, teſtified as aforeſaid, *Have*, and every and either of them hath granted, bargained and ſold, and by theſe Preſents do, and every and either of them doth grant, *&c.* unto the ſaid *A. S.* and *A.* his Wife, *All* that the Manor or Lordſhip of, *&c.* in the Pariſh of, *&c.* in the County of, *&c.* with the Rights, Members and Appurtenances thereof; And all Lands, Tenements, Paſtures, Woods, Commons, Courts, Reliefs, Heriots, Eſcheats, Fiſhings, Royalties, Privileges and Hereditaments whatſoever to the ſaid Manor or Lord-

ſhip, or any Part thereof belonging or appertaining, or accepted, reputed or known, as Part, Parcel, or Member thereof; And alſo all other the Lands, Tenements and Hereditaments of them the ſaid *W. L. J. H.* and *W. E.* ſituate, lying and being in the Pariſh of, *&c.* with their and every of their Appurtenances; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Manor, Lordſhip and Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Manor and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators and Aſſigns, for and during, and unto the full End and Term of 300 Years next and immediately enſuing and following, fully to be compleat and ended. *Yielding* and paying therefore yearly, during the ſaid Term, one Pepper-Corn in and upon the Feaſt of St. *Michael* the Archangel only (if demanded). *Provided* always, and upon Condition, That if the ſaid *W. L.* his Heirs or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* without any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth this preſent Indenture, and every Thing herein contained, ſhall ceaſe, determine, and be utterly void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid

W. L.

W. L. doth by theſe Preſents, for himſelf, his Heirs and Aſſigns, covenant and grant to and with the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators and Aſſigns, That he the ſaid *W. L.* his Heirs and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* in and upon the ſaid, *&c.* without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That they the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, during the Remainder of the ſaid Term which ſhall be then to come, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Manor and Premiſſes abovementioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption or Denial of him the ſaid *W. L.* his Heirs Aſſigns, or of any other Perſon or Perſons whatſoever claiming, or to claim, by, from or under him, them, or any of them, or the ſaid *J. H.* and *W. E.* or either of them (except as is herein after excepted): *And* that freed and diſcharged, or otherwiſe, from Time to Time well and ſufficiently ſaved and kept harmleſs of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Intails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances,

zances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever had, made, committed, done or ſuffered, or to be had, &c. by them the ſaid *W. L. J. H.* and *W. E.* or either of them, or by any other Perſon or Perſons whatſoever claiming, or to claim, by, from or under them, or any or either of them; (except a certain Mortgage made of the ſaid Manor and Premiſſes by the ſaid *W. L. J. H.* and *W. E.* to, &c. for the Term of 200 Years, by Indenture dated, &c. laſt paſt, for ſecuring 400*l.* and Intereſt, for the Uſe of *A. B.* Daughter of the ſaid *A. S.*) *And alſo*, That he the ſaid *W. L.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Manor and Premiſſes above-mentioned, or any Part thereof, by, from or under him, them, or any of them, (except before excepted) ſhall and will from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, upon the reaſonable Requeſt of the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe or procure to be made, &c. all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting and aſſuring of all and ſingular the ſaid Manor and Premiſſes abovementioned, with the Appurtenances, unto the ſaid *A. S.* and *A.* his Wife: *To hold* to them, their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the

ſaid

ſaid Term of 300 Years which ſhall be then to come and unexpired, as by the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators or Aſſigns, or their or either of their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *And* it is hereby covenanted, granted, concluded and agreed upon, by and between all the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That the ſaid *W. L.* his Heirs and Aſſigns, ſhall and may, until Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Manor and Premiſſes above-mentioned, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* it is hereby further agreed and declared by and between the ſaid Parties to theſe Preſents, That in caſe the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators and Aſſigns, ſhall require the principal Money hereby ſecured to be paid in and at the End of Twelve Months from the Date hereof; or if the ſaid *W. L.* ſhall be willing to pay in the ſaid principal Sum of, *&c.* at that Time; that then each of them ſhall give Six Months Notice thereof in Writing to the other of them to that Purpoſe, and in ſuch Caſe, and not otherwiſe, the ſaid *W. L.* ſhall pay the ſame, and the ſaid *A. S.* and *A.* his Wife ſhall receive the ſame. *And further*, That neither the ſaid *W. L.* his Heirs or Aſſigns, ſhall after

after that Time be compelled to pay, or the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators or Aſſigns, ſhall after that Time be compelled to receive, the ſaid principal Money hereby ſecured, without giving each other Six Months Notice in Writing before Payment thereof. *And* each of them the ſaid *J. H.* and *W. E.* for himſelf ſeverally and apart, and not jointly, and for his ſeveral Executors, Adminiſtrators and Aſſigns, doth ſeverally and apart, and not jointly, covenant and grant to and with the ſaid *A. S.* and *A.* his Wife, their Executors, Adminiſtrators and Aſſigns, That they the ſaid *J. H.* and *W. E.* have not, nor either of them hath done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Manor and Premiſſes, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever (except as is herein before excepted). *In Witneſs*, &c.

A Mort-

A Mortgage, by way of Aſſignment, of a Term of 500 Years, deviſed by Will for Payment of Debts, &c. *made by the Executor, in Purſuance of a Decree in the High Court of* Chancery, *to two Perſons; one whereof is in Truſt for another Perſon, and the other Party is for himſelf, being his own proper Money; with a ſpecial Conſideration of Debts being paid, and agreed to be paid, mentioned in Schedules; and* Proviſo *to pay ſuch a Sum to one, in Truſt for,* &c. *and ſuch a Sum to the other, for his own Uſe ſeverally, with ſeparate Covenants for Payment accordingly; and alſo a Covenant on Payment of the Mortgage-Money; the Mortgagee to aſſign and transfer the Premiſſes; and ſpecial Covenants for ſatisfying the Debts, and indemnifying the Executor,* &c.

THIS *Indenture Quadripartite,* made, *&c. Between* Sir C. K. of, *&c.* Bart. Couſin and Heir of A. K. late of, *&c.* of the firſt Part; J. B. of, *&c.* the ſole acting Executor of the laſt Will and Teſtament of the ſaid A. K. of the ſecond Part; the Right Honourable A. Lord Baron of, *&c.* and the Lady C. his Wife, of the third Part; and T. E. of, *&c.* and J. E. of, *&c.* of the fourth Part. *Whereas* the ſaid A. K. being ſeized in Fee-Simple of the Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be granted, *Did* make and publiſh her laſt Will and Teſtament in Writing, bearing Date, *&c.* and therein and thereby ordered, That all her Debts and Legacies ſhould, as ſoon as might conveniently, be paid; and in caſe her perſonal Eſtate ſhould fall ſhort to do it, then that her real Eſtate ſhould be charged

ed therewith, and liable thereto; And for that End, deviſed to the ſaid J. B. and to one M. M. whom ſhe named her Truſtees and Executors, *All* her Lands, Tenements and Hereditaments whatſoever, *To hold* to them, their Executors, Adminiſtrators and Aſſigns, for the Term of 500 Years next after the Day of her Death; upon *Truſt*, That they might by Mortgage or Mortgages of the ſame, or any Part thereof, from Time to Time, as ſhould be neceſſary, raiſe and pay ſuch Deficiency; and thereby gave and bequeathed, *&c.* [*Here recite the whole Will.*] as in and by the ſaid Will may more fully appear. *And whereas* the ſaid A. K. ſoon after died, and the ſaid M. M. hath renounced the ſaid Executorſhip and Truſt, and the ſaid J. B. alone proved the ſaid Will in common Form in the Prerogative Court of *Canterbury*. *And whereas* by an Order or Decree, bearing Date, *&c.* made in the High Court of *Chancery*, in a Cauſe there depending between the ſaid Sir C. K. Sir J. T. Bart. and Dame J. his Wife, Plaintiff, and the ſaid J. B. Defendant, it was ordered and decreed, That the ſaid Defendant J. B. ſhould come to an Account before Mr. R. one of the Maſters of the ſaid Court, for what of the perſonal Eſtate of the ſaid Teſtatrix A. K. had come to his Hands, or to the Hands of any other Perſon for his Uſe; in the taking of which Account, the ſaid Maſter was to make unto the ſaid Defendant all juſt Allowances; and the ſaid Maſter was to take an Account of the Debts of the ſaid Teſtatrix, and of Legacies given by her Will, and what of the ſaid Teſtatrix's perſonal Eſtate ſhould upon the ſaid Account appear to be in the ſaid Defendant's Hands,

Hands, it was ordered and decreed, That the ſame ſhould be applied to pay her Debts and Legacies, and the ſpecifick Legacies were to be delivered in Specie to the Perſons to whom the ſame were deviſed; And in caſe the ſaid Teſtatrix's perſonal Eſtate, which upon the ſaid Account ſhould appear to be in the ſaid Defendant's Hands, ſhould be ſufficient to pay all the ſaid Teſtatrix's Debts and Legacies, then it was ordered and decreed, That the ſaid Defendant ſhould aſſign the ſaid Term of 500 Years to the Plaintiff Sir C. K. upon his giing Security to indemnify the ſaid Defendant againſt any Debts which might hereafter appear; But if the Teſtatrix's perſonal Eſtate ſhould not be ſufficient to pay all the ſaid Teſtatrix's Debts and Legacies, then it was ordered and decreed, what the ſame ſhould ſo fall ſhort, ſhould be raiſed and made good by Sale or Mortgage of the ſaid Term of 500 Years; and that the ſaid Maſter was to direct the ſame to be ſold or mortgaged for that Purpoſe: And it was further ordered and decreed, that what upon the ſaid Account ſhould appear to belong to the ſaid, *&c.* ſhould be divided according to Act of Parliament, for Diſtribution of Inteſtates Eſtates: And it was further ordered, That the Defendant ſhould deliver to the Plaintiff, all the Deeds and Writings which he had in his Cuſtody or Power relating to the Eſtates of, *&c.* And the ſaid Maſter was to tax the ſaid Defendant his Coſts of that Suit, which were to be paid him out of the ſaid Eſtate, and for what the ſaid Defendant ſhould do in Purſuance of the ſaid Decree, he was to be thereby ſaved harmleſs and indemnified; as by the ſaid Decretal Order duly entred of Record in

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the ſaid Court may more fully appear. *And whereas* the ſaid Maſter, in Purſuance of the ſaid Order, did on, &c. laſt paſt, make his Report, and thereby certified, That there came to the Hands of the Defendant, and of other Perſons for his Uſe, of the perſonal Eſtate of the ſaid Teſtatrix A. K. the ſeveral Particulars in the firſt Schedule to his ſaid Report annexed mentioned, in the whole amounting to the Sum of, &c. And that he had thought fit to make to the Defendant, an Allowance of the ſeveral Sums of Money in the ſecond Schedule to his Report annexed mentioned, as paid and diſburſed by him before, &c. in the whole amounting to the Sum of, &c. And that the Defendant had on the Day of, &c. laſt, paid and diſburſed more than his Receipts the Sum of, &c. for which he thought fit to allow him Intereſt after the Rate of *5 l. per Cent. per Annum*, till the Day of the Date hereof, amounting to the Sum of, &c. And that he had conſidered of the Defendant's Bill of Coſts, amounting to the Sum of, &c. which he did moderate and tax at the Sum of, &c. which ſaid Sum of, &c. being added to the ſaid Sums of, &c. amounting in the Whole to the Sum of, &c. would be remaining due to the Defendant on the Day of the Date hereof: And the ſaid Maſter did further certify, that there ſtill remained unpaid of the Debts and Legacies of the Teſtatrix the ſeveral Sums of Money, and to the ſeveral Perſons in the third Schedule to his ſaid Report alſo annexed mentioned, in the whole amounting to the Sum of, &c. which with the ſaid Sum of, &c. being the Balance of the Defendant's Accounts, did amount in the whole to the Sum of, &c. and was more than

the Teſtatrix's perſonal Eſtate was ſufficient to pay; and did remain to be made good by Sale or Mortgage of the Term of 500 Years in the ſaid Decretal Order mentioned: And the ſaid Maſter did appoint the ſaid Defendant to join in ſuch Sale or Mortgage for raiſing thereof, as by the ſaid Decretal Order was directed; Which ſaid Report, and all the Matters and Things therein contained, was by an Order of the ſaid Court made, &c. ratified and confirmed, as by the ſaid Report and Order may appear. *And whereas* the ſaid Sir C.K. in order to pay off the ſaid Debts and Legacies, hath this Day borrowed of the ſaid T. E. and J. E. the Sum of, &c. being Part of the Moneys depoſited in their Hands by the ſaid Lord and Lady K. to be by them applied purſuant to certain Articles made on their Intermarriage; And hath alſo borrowed of the ſaid T. E. the Sum of, &c. being his own proper Money; out of which Money the ſaid T. E. and J. E. with the Conſent of the ſaid J. B. have already paid to the ſeveral Perſons in the firſt Schedule hereto annexed mentioned, the ſeveral Sums of Money in the ſaid firſt Schedule expreſſed, amounting in the whole to the Sum of, &c. in Diſcharge of ſeveral of the ſaid Debts and Legacies. *Now this Indenture witneſſeth*, That the ſaid J. B. for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid T. E. and J. E. by and with the Conſent and Agreement of the ſaid Sir C. K. teſtified by his joining herein, and ſealing hereof; the Receipt whereof he doth hereby acknowledge; And in Conſideration alſo of the Sum of, &c. whereof they the ſaid T. E. and J. E. have paid as aforeſaid the Sum of, &c. to the ſeveral Per-

ſons in the ſaid firſt Schedule annexed mentioned; And have undertaken to pay the Sum of, &c. being the Reſidue of the ſaid, &c. to the ſeveral Perſons in the ſecond Schedule hereto annexed mentioned, in Diſcharge of the Remainder of the ſaid ſeveral Debts and Legacies, the ſame being all the Debts and Legacies of the ſaid M. and A. K. remaining unpaid; and to free and diſcharge the ſaid Sir C. K. and J. B. therefrom: He the ſaid J. B. at the Requeſt, and by and with the like Conſent and Agreement of the ſaid Sir C. K. *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, &c. unto the ſaid T. E. and J. E. *All* that Manſion-houſe, &c. with the Out-houſes, &c. And all thoſe Grounds called or known by the Names of, &c. And alſo all that Meſſuage or Tenement, with its Appurtenances, commonly called or known, &c. All which ſaid laſt mentioned Premiſſes were lately purchaſed by the ſaid A. K. of and from, &c. And alſo all and ſingular Houſes, Out-houſes, Edifices, Buildings, Barns, Ways, Paths, Paſſages, Waters, Water-courſes, Lands, Meadows, Paſtures, Commons, Trees, Woods and Under-woods, and the Ground and Soil of the ſame Trees, Woods and Underwoods, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid ſeveral Meſſuages or Tenements, Lands and Premiſſes above-mentioned, every or any Part or Parcel thereof belonging, or in any wiſe appertaining, or therewith uſually demiſed, held, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or any or either of them; and all other the Meſſuages, Lands, Tenements and Hereditaments

ments whatſoever, in the ſeveral Counties of, &c. or any or either of them, or elſewhere, which were deviſed to him and the ſaid M. M. for the ſaid Term of 500 Years by the ſaid laſt Will and Teſtament of the ſaid A. K. deceaſed, as aforeſaid; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and ſingular the ſaid Meſſuages, Lands and Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid J. B. of, in and to the ſaid Meſſuages, Lands and Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term of 500 Years above recited which is yet to come and unexpired. *Provided* always, and it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid Sir C. K. his Heirs or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid T. E. and J. E. their Executors or Adminiſtrators, the full Sum of, &c. in and upon, &c. *To* and for the ſole Uſe and Benefit of the ſaid Lord and Lady K. and to be applied according to the Articles made on their Intermarriage; And alſo if the ſaid Sir C. K. his Heirs or Aſſigns, do alſo well and truly pay, or cauſe to be

paid, unto the ſaid T. E. his Executors and Adminiſtrators, the full Sum of, &c. with lawful Intereſt therefore, in and upon the ſaid Day, &c. *To* and for the ſole Uſe and Benefit of him the ſaid T. E. his Executors, Adminiſtrators and Aſſigns; All which ſaid Payments are to be made without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary: That then, and at any Time thenceafter, they the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, ſhall and will at the Requeſt, Coſt and Charges of the ſaid Sir C. K. his Heirs or Aſſigns, ſurrender, aſſign, or otherwiſe transfer, all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid Sir C. K. his Heirs and Aſſigns, or to whom he or they ſhall direct or appoint, ſo as the Perſon or Perſons who is or are to make ſuch Surrender, Aſſignment, or other Aſſurance, be not compelled or compellable, by Force of theſe Preſents, to travel or go for the doing thereof, from the Place or Places of his or their reſpective Habitation, or Place of Abode, at the Time of ſuch Requeſt to be made; nor to enter into any further or more general Covenants, than againſt him and themſelves reſpectively, and his and their reſpective Acts, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid J. B. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid T. E. and J. E. their Executors and Adminiſtrators, That he the ſaid J. B. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes hereby aſſigned, or any Part thereof, are,

are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And* the ſaid Sir C. K. for himſelf, his Heirs and Aſſigns, doth covenant and grant toand with the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, That he the ſaid Sir C. K. his Heirs or Aſſigns, ſhall and will well and truly pay or cauſeto be paid unto the ſaid T. E. and J. E. their Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, *&c.* in and upon, *&c. To* and for the ſole Uſe and Benefit of the ſaid Lord and Lady K. as aforeſaid, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* the ſaid Sir C. K. for himſelf, his Heirs and Aſſigns, doth alſo covenant and grant to and with the ſaid T. E. his Executors and Adminiſtrators, That he the ſaid Sir C. K. his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, the ſaid Sum of, *&c.* in and upon, *&c.* with lawful Intereſt therefore, *To* and for his own proper Uſe and Benefit, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That they the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the ſaid Term

of 500 Years above recited which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid Sir C. K. his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And further*, That he the ſaid Sir C. K. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance in the Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid T. E. and J. E. *To hold* to them, their Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term of 500 Years above-mentioned which ſhall be then to come and unexpired, as by the ſaid T. E. and J. E. their Executors, Adminiſtrators or Aſſigns, or their or either of their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And* the ſaid T. E. for himſelf, his Executors and Adminiſtrators doth covenant and agree with the ſaid J. B. his Executors and Adminiſtrators, That he the ſaid T. E. ſhall and will with all convenient Speed, by and with the Money now lent to the ſaid Sir C. K. pay the ſaid Sum of, *&c.* in Diſcharge of the Remainder of the ſeveral Debts and Legacies in the

ſaid ſecond Schedule hereto annexed mentioned, and take ſufficient Diſcharges therefore, and deliver to the ſaid J. B. his Executors and Adminiſtrators, the ſame Diſcharges or Duplicates thereof; and in the mean time, till ſuch Payment and Diſcharge, the Term and Premiſſes hereby aſſigned ſhall in the firſt Place be a Security, and liable for the ſame, notwithſtanding any thing herein before contained. *And* it is covenanted, agreed and declared, by and between the ſaid Sir C. K. and J. B. and the ſaid Sir C. K. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant with the ſaid J. B. his Heirs, Executors and Adminiſtrators, That in caſe it ſhall hereafter appear that there ſhall be any other Debts owing by the ſaid A. K. which have not been paid, or are not comprized in the ſaid Maſter's Report, and the Schedules thereto annexed; that then, and in ſuch Caſe, he the ſaid Sir C. K. his Heirs, Executors and Adminiſtrators, will upon Requeſt to him or them made pay the ſame, and indemnify the ſaid J. B. his Heirs, Executors and Adminiſtrators, from the ſame: And the ſaid Sir C. K. doth hereby conſent and agree, That the ſaid Premiſſes hereby granted and aſſigned (after Payment of the Money and Intereſt hereby ſecured) ſhall ſtand chargeable with, and be liable and ſubject to the Payment of the ſame; and that the ſaid Premiſſes ſhall ſtand a Security therefore, and for indemnifying the ſaid J. B. his Heirs, Executors and Adminiſtrators therefrom, and from all Actions, Suits, Coſts, Charges, Damages and Expences, which he or they ſhall at any Time hereafter ſuſtain, or be put unto, in reſpect thereof. *And laſtly*, It is covenanted, granted,

concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That he the ſaid Sir C. K. his Heirs and Aſſigns, ſhall and may, until Default ſhall be made in Performance of the Proviſo or Condition herein contained, have, hold and enjoy, all and ſingular the ſaid Premiſſes above mentioned, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Mortgage of Lands for 10 *Years, as a Security for Payment of a Sum of Money due on the balancing of an Account, to be paid at ſeveral yearly Payments; with a Covenant to levy a Fine* Sur conceſſit.

THIS *Indenture* made, *&c. Between* J. W. of, *&c.* and E. his Wife, of the one Part; and K. W. of, *&c.* of the other Part. *Whereas* the ſaid J. W. upon an Account now made up between him and the ſaid K. W. ſtands juſtly indebted unto her the ſaid K. W. in the Sum of, *&c.* for Balance of the ſame Account, over and beſides all Money by her received, or to her ſecured by any other Security already made or given to her. *Now this Indenture witneſſeth*, That the ſaid J. W. for the better ſecuring the Payment of the ſaid, *&c.* with Intereſt, in Manner herein after expreſſed; and in Conſideration alſo of 5 *s.* to the ſaid J. W. and E. his Wife, in Hand paid by the ſaid K. W. the Receipt whereof is hereby acknowledged; They the ſaid J. W. and E. his Wife,

Have

Have, and either of them hath granted, bargained and ſold, and by theſe Preſents do, and either of them doth grant, &c. unto the ſaid K. W. *All* thoſe Cloſes or Grounds called, &c. following, (that is to ſay) &c. or by whatſoever Name or Names the ſaid Cloſes, or any of them, are called or known; And alſo all Trees, Woods, Underwoods, Profits, Commodities and Appurtenances whatſoever to the ſaid Cloſes, or any of them belonging or appertaining; And the Rents, Reverſions, Remainders and Services thereof, and of every Part thereof; *To have and to hold* all and ſingular the ſaid Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid K. W. her Executors, Adminiſtrators and Aſſigns, from, &c. next coming, for and during, and unto the full End and Term of ten Years from thence next enſuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly, during the ſaid Term, one Pepper-Corn in and upon the Feaſt of St. *Michael* the Archangel, if the ſame ſhall be lawfully demanded. *Provided* always, and upon Condition, That if the ſaid J. W. his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid K. W. her Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. in and upon the 29th Day of *September*, which will be in the Year of our Lord, &c. The further full Sum of, &c. upon the 29th Day of *September*, which will be in the Year of our Lord, &c. And the further full Sum of, &c. upon the 29th Day of *September*, which will be in the Year of our Lord, &c.

All

All the ſaid Payments to be made without any Deduction or Defalcation for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine, and be void, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid J. W. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid K. W. her Executors, Adminiſtrators and Aſſigns, That he the ſaid J. W. his Heirs or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid K. W. her Executors, Adminiſtrators or Aſſigns, the ſeveral Sums of Money in the ſaid Proviſo or Condition mentioned, and at the ſeveral Days and Times in the ſame Proviſo expreſſed, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That ſhe the ſaid K. W. her Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Payment of any or either of the ſaid Sums of Money in the ſaid Proviſo expreſſed, for and during all the Reſt and Reſidue of the ſaid Term above-mentioned which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Premiſſes hereby granted, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption or Denial of him the ſaid J. W. his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever.

And it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, he the ſaid J. W. his Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy, *All* and ſingular the ſaid Premiſſes above-mentioned to be hereby granted, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid J. W. for himſelf, his Heirs and Aſſigns, doth further covenant and grant to and with the ſaid K. W. her Executors, Adminiſtrators and Aſſigns; and the ſaid E. Wife of the ſaid J. W. doth hereby agree, That they the ſaid J. W. and E. his Wife, ſhall and will before the End of *Michaelmas* Term next coming, at the Coſts of him the ſaid J. W. in due Form of Law acknowledge and levy to the ſaid K. W. one Fine *Sur conceſſit*, &c. of the ſaid Premiſſes, with the Appurtenances; which Fine ſo to be acknowledged is hereby declared, *Shall* be and enure, *To* the only proper Uſe and Behoof of the ſaid K. W. her Executors, Adminiſtrators and Aſſigns, during the Term hereby granted, ſubject to the Proviſo or Condition aforeſaid. *In Witneſs*, &c.

A Mort-

A Mortgage of a College Leaſe.

THIS Indenture made, *&c. Between* J. P. of, *&c.* of the one Part; and Sir W. L. of, *&c.* Bart. of the other Part. *Whereas* in and by one Indenture of Leaſe, bearing Date, *&c.* made or mentioned to be made between the Warden and Scholars of, *&c.* of the one Part, and the ſaid J. P. of the other Part, *&c.* the ſaid Warden and Scholars of and by their whole or common Aſſent or Conſent, *Did* demiſe, grant, and to Farm let unto the ſaid J. P. *All* that Meſſuage, *&c. To be had and holden* unto the ſaid J. P. his Executors, Adminiſtrators and Aſſigns, for and during the Term of, *&c.* as in and by the ſaid Indenture under the Common Seal of the ſaid Warden and Scholars (Relation being thereunto had) more fully may appear. *Now this Indenture witneſſeth*, That the ſaid J. P. for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid Sir W. L. at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid J. P. doth hereby acknowledge, and thereof, and of every Part thereof, doth clearly and abſolutely acquit and diſcharge the ſaid Sir W. L. his Executors and Adminiſtrators, for ever by theſe Preſents; *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid Sir W. L. *All* that the ſaid Meſſuage or Tenement, *&c.* And all Houſes, Out-houſes, *&c.* And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid J. P. of, in and to the ſaid Premiſſes, or any Part thereof,

together with the ſaid recited Indenture of Leaſe; *To have and to hold* the ſaid Meſſuage or Tenement, Lands and Premiſſes abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of, *&c.* yet to come and unexpired, in as ample Manner as he the ſaid J. P. might have held and enjoyed the ſame Premiſſes, by Virtue of the ſaid recited Indenture of Leaſe or otherwiſe howſoever, if theſe Preſents had not been made. *Provided* always, and theſe Preſents are upon this Condition nevertheleſs, That if the ſaid J. P. his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid Sir W. L. his Executors, Adminiſtrators or Aſſigns, or any of them, at or in the now Dwelling-houſe of the ſaid Sir W. L. ſituate in, *&c.* the full Sum of, *&c.* at one entire Payment on, *&c.* next enſuing the Date hereof, without any Deduction or Abatement for or in Reſpect of any Taxes, Charges, Payments or Aſſeſſments, ordinary, or extraordinary, or otherwiſe howſoever; that then this preſent Indenture, and the Grant and Aſſignment hereby made, ſhall ceaſe and be void to all Intents and Purpoſes. *And* the ſaid J. P. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid J. P. his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will well and truly pay, or cauſe to be paid, unto the

the ſaid Sir W. L. his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, &c. at one entire Papment, at the Time and Place before in the ſaid Proviſo or Condition mentioned for Payment thereof, without any Deduction or Abatement as aforeſaid. *And* the ſaid Sir W. L. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid J. P. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That if the ſaid J. P. his Executors, Adminiſtrators or Aſſigns, ſhall make true Payment of the ſaid Sum of, &c. at the Day and Place herein before appointed for Payment thereof; and that then he the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, ſhall and will at the Requeſt, Coſt and Charges of the ſaid J. P. his Executors, Adminiſtrators and Aſſigns, aſſignover and convey all his remaining Eſtate and Intereſt in the Premiſſes unto the ſaid J. P. his Executors or Adminiſtrators, or to ſuch Perſon or Perſons as the ſaid J. P. his Executors or Adminiſtrators ſhall direct or appoint, freed of and from all Incumbrances done or ſuffered by the ſaid Sir W. L. his Executors, Adminiſtrators or Aſſigns. *And* the ſaid J. P. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That the ſaid Original Leaſe above recited is a good and ſufficient Leaſe in the Law, and not forfeited, ſurrendred, or any ways determined or become void. *And* that all the Rent reſerved upon the ſaid Leaſe, which hath been hitherto due and payable, hath been and is well and truly paid, ſatisfied and diſcharged; and that

all

all the Covenants on the Leſſee's Part, which hitherto have been to be performed, have been truly performed and kept; And that, by Virtue thereof, he the ſaid J. P. is lawfully intereſted of and in all and ſingular the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, to be hereby aſſigned, and of and in every Part and Parcel thereof, of a good Eſtate for the Remainder of the ſaid Term granted in and by the ſaid Original Indenture of Leaſe; and hath full Power and Authority to aſſign and ſet over the ſame unto the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid. *And* that if Default ſhall happen to be made of or in Payment of the ſaid Sum of, *&c.* or of any Part thereof, contrary to the Proviſo or Condition aforeſaid; that then and from thenceforth it ſhall and may be lawful to and for the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, into all and ſingular the ſaid Premiſſes above-mentioned, and into every Part and Parcel thereof, with the Appurtenances, peaceably and quietly to enter, and the ſame Premiſſes, and the Rents, Iſſues and Profits thereof, *To* have, hold and enjoy, for and during all the Reſt and Reſidue of the ſaid Term of, *&c.* which ſhall be then to come and unexpired, without any Manner of Denial, Let, Suit, Trouble, Hindrance or Interruption of or by the ſaid J. P. his Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons whatſoever, and that free and clear, and freely, clearly and abſolutely acquitted and diſcharged of and from all and all Manner of former and other Grants, Bargains, Sales, Aſſignments, Leaſes, Eſtates, Mort-

Mortgages, Charges and Incumbrances whatſoever. *And* the ſaid J. P. doth for himſelf, his Executors, Adminiſtrators and Aſſigns, further covenant, promiſe and grant to and with the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, That from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of, *&c.* at the Days and Times above-mentioned; that then, and at any Time after ſuch Default made, he the ſaid J. P. his Executors, Adminiſtrators and Aſſigns, and all and every other Perſon and Perſons, any Eſtate having or lawfully claiming of, in or to the ſaid Meſſuage, Lands and Premiſſes above-mentioned, or any Part thereof, by, from or under him, ſhall and will at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* *All* and every ſuch further and other Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, for the further, better, and more perfect aſſigning and aſſuring of the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of, *&c.* Years, which ſhall be then to come and unexpired; as by the ſaid Sir W. L. his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required. *And laſtly*, It is covenanted and agreed by and between the ſaid Parties

Parties to theſe Preſents, and hereby ſo declared, That until Default ſhall be made by the ſaid J. P. his Executors, Adminiſtrators or Aſſigns, in Payment of the ſaid Sum of, &c. at the Day, Time and Place, above-mentioned and limited by the Proviſo or Condition aforeſaid; he the ſaid Sir W. L. his Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer the ſaid J. P. his Executors, Adminiſtrators and Aſſigns, to receive and take the Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes above-mentioned, without any Account to be made or given unto him the ſaid Sir W. L. his Executors, Adminiſtrators or Aſſigns, for or concerning the ſame. *In Witneſs*, &c.

A Mortgage of a Chattel Leaſe, with a Covenant, that the Mortgagee may renew, in caſe any of the Lives die before the Mortgage-Money be paid.

THIS Indenture made, &c. *Between* W. T. of, &c. of the one Part, and Dame M. W. of, &c. Widow, of the other Part. *Whereas* in and by one Indenture of Leaſe, bearing Date, &c. made between the Right Honourable T. Lord A. Baron of, &c. of the one Part, and the ſaid W. T. of the other Part; the ſaid T. Lord A. for the Conſiderations therein mentioned, *Did* demiſe, grant, and to Farm let unto the ſaid W. T. all thoſe Cloſes of Land, &c. ſituate, &c. *To hold* unto the ſaid W. T. his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture, for and during and unto the full End and Term of 99 Years thence next

enſuing, and fully to be compleat and ended, if he the ſaid W. T. A. T. his Son, and E. T. his Daughter, or any or either of them, ſhould ſo long happen to live, *At* and under the yearly Rent of, *&c.* payable, *&c.* as in and by the ſaid recited Indenture may more fully appear. *Now this Indenture witneſſeth*, That the ſaid W. T. for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid Dame M.W. the Receipt whereof he doth hereby confeſs and acknowledge; he the ſaid W. T. *Hath* granted, bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid Dame M. W. *All* and ſingular the ſaid Cloſes of Ground, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid W. T. of, in and to all and ſingular the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the ſaid recited Indenture of Leaſe; *To have and to hold* all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid Dame M. W. her Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years above recited, which are yet to come and unexpired, determinable as aforeſaid. *Provided* always, and upon Condition, That if the ſaid W. T. his Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid Dame M. W. her Executors, Adminiſtrators

tors or Aſſigns, the full Sum of, &c. in and upon, &c. without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe and be void, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid W. T. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid Dame M. W. her Executors, Adminiſtrators and Aſſigns, That he the ſaid W. T. his Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid Dame M. W. her Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, &c. in and upon, &c. next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That ſhe the ſaid Dame M. W. her Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years, determinable as aforeſaid, which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Cloſes or Parcels of Land and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid W. T. his Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever. *And further*, That he the ſaid

W. T. his Executors and Adminiſtrators, and all and every other Perſon and Perſons, and his and their Executors and Adminiſtrators, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, upon the Requeſt of the ſaid M. W. her Executors or Adminiſtrators, make do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid Dame M. W. *To hold* to her, her Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years above recited which ſhall be then to come and unexpired, as by the ſaid Dame M. W. her Executors, Adminiſtrators or Aſſigns, or her or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *Provided* and it is hereby agreed and declared by and between the ſaid Parties to theſe Preſents, That in caſe any of the Lives (on which the ſaid Term determines) ſhall happen to die, and the ſaid W. T. his Executors or Adminiſtrators, ſhall neglect, or upon Requeſt to him or them made by the ſaid Dame M. W. her Executors, Adminiſtrators or Aſſigns, refuſe to renew the ſaid Leaſe, and to add one or more Life or Lives in the Room of ſuch Perſon or Perſons ſo dying; that then, and in ſuch Caſe, it ſhall and may be lawful to and for

for the ſaid Dame M. W. her Executors, Adminiſtrators or Aſſigns, at any Time or Times after ſuch Neglect and Refuſal made as aforeſaid, To ſurrender and deliver up the ſaid recited Indenture of Leaſe into the Hand or Hands of the Lord or Lords of the Fee or Fees of the Premiſſes hereby granted and aſſigned, and to accept and take a new Leaſe or Leaſes of the Premiſſes hereby granted in her own Name for the Term of 99 Years, or any greater Term or Number of Years, determinable on the Death or Deaths of ſuch Perſon or Perſons as ſhe ſhall name; or to add one or more Life or Lives to the preſent Leaſe, in the Room of ſuch Perſon or Perſons ſo dying, and to pay the Conſideration-Money for ſuch Renewal or Addition as aforeſaid; Which new Leaſe or Leaſes ſo to be made, ſhall not be redeemed or redeemable by the ſaid W. T. his Executors, Adminiſtrators or Aſſigns, until he or they ſhall have fully paid and ſatisfied the ſaid Dame M. W. her Executors, Adminiſtrators or Aſſigns, as well the ſaid, *&c.* hereby ſecured, with the Intereſt thereof, as alſo all ſuch Sum and Sums of Money, as ſhall be paid by the ſaid Dame M. W. her Executors, Adminiſtrators or Aſſigns, for the Fine or Conſideration for ſuch Renewal or additional Life or Lives as aforeſaid, and all Coſts and Charges thereabout, with lawful Intereſt for the ſame; any Thing therein contained to the contrary thereof notwithſtanding. *And laſtly*, It is covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That he the ſaid W. T. his Executors, Adminiſtrators

and Aſſigns, ſhall and may, until Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly hold and enjoy the ſaid Premiſſes hereby granted, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof to his and their own proper Uſe and Benefit, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of Lands held by Copy of Court-Roll, made by Virtue of a Power given by Copy of Licence.

THIS *Indenture* made, *&c. Between A. B.* of, *&c.* of the one Part; and *C. D.* of, *&c.* of the other Part. *Whereas* the ſaid *A. B.* by copy of Court-Roll of the Manor of, *&c.* bearing Date, *&c.* doth hold of, *&c.* Lord of the ſaid Manor of, *&c.* for the Term of his Life, and the Lives of *C. B.* and *E. B.* his Son and Daughter, and the Life of either of them longeſt living, ſucceſſively, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, one Meſſuage or Tenement, with the Appurtenances, lying within the ſaid Manor, now in the Poſſeſſion of, *&c.* by and under the yearly Rent of, *&c.* and one Heriot when it ſhall happen; and by and under all other Rents, Suits, Cuſtoms and Services therefore due, and of Right accuſtomed. *And whereas* by the ſaid Copy of Court-Roll, Licence is granted to the ſaid *A. B.* to demiſe and let the ſaid Meſſuage or Tenement, with the Appurtenances, to any Perſon or Perſons whatſoever for the Term of 21 Years then

then next following, if they the ſaid *A. B. C. B.* and *E. B.* or any or either of them ſhould ſo long live; ſo as the ſaid Meſſuage or Tenement, and Premiſſes, be from Time to Time well and ſufficiently repaired, and the Rents, Suits, Cuſtoms and Services therefore due to the Lord, be well and truly rendred and paid; as by the ſaid Copy of Court-Roll may more fully appear. *Now this Indenture witneſſeth*, That the ſaid *A. B.* by Virtue of the ſaid Licence and Authority in and by the ſaid Copy of Court-Roll granted as aforeſaid, and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *C. D.* the Receipt whereof he doth hereby acknowledge; he the ſaid *A. B. Hath* demiſed, granted, and to Farm letten, and by theſe Preſents doth demiſe, *&c.* unto the ſaid *C. D. All* that the ſaid Meſſuage or Tenement, and Premiſſes abovementioned, to be granted in and by the ſaid Copy of Court-Roll, and every Part and Parcel thereof, with the Appurtenances; and all Ways, *&c. To have and to hold* the ſaid Meſſuage or Tenement, and Premiſſes, hereby granted, or mentioned or intended to be hereby granted, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from, *&c.* laſt paſt, for and during, and unto the full End and Term of 21 Years from thence next enſuing, and fully to be compleat and ended, if he the ſaid *A. B.* and *C. B.* and *E. B.* his ſaid Son and Daughter, or any or either of them ſhall ſo long happen tolive: *Yielding*, paying, doing and performing, during the ſaid Term, all the Rents, Heriots, Suits, Cuſtoms and Services, which ſhall become and grow due; and which by the

ſaid *A. B.* and *C. B.* and *E. B.* or either of them, are, ſhall or ought to be from Time to Time paid, done, rendred and performed. *Provided* always, and upon Condition, That if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, do well and truly pay, or cauſe to be paid, unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in Manner and Form following; (that is to ſay) The Sum of, *&c.* Part thereof, at or upon, *&c.* next coming; the Sum of, *&c.* more, o- other Part thereof, at or upon, *&c.* then next following; and, *&c.* the Remainder, and in full Payment thereof, at or upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction, or Abatement, for or upon Account of any Taxes, Charges or Impoſitions whatſoever, as well ordinary as extraordinary; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine, and be void; And then, and from thenceforth, it ſhall and may be lawful to and for the ſaid *A. B.* or ſuch Perſon to whom the Premiſſes ſhall deſcend according to the Cuſtom of the Manor, To have, hold and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, as in his or their firſt and former Right and Eſtate; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *C. D.* his Executors, Adminiſtrators

or

or Aſſigns, the ſaid Sum of, &c. at and upon the ſeveral and reſpective Days and Times before limited and appointed for the Payment thereof, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid *A. B.* now is true and lawful Owner of the ſaid Meſſuage or Tenement, and Premiſſes above-mentioned, with the Appurtenances; and by Virtue of the ſaid recited Copy of Court-Roll, and Licence therein and thereby granted, hath in himſelf good Right, full Power and lawful Authority, to demiſe, grant, and to Farm let the ſaid Meſſuage or Tenement, and Premiſſes, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during all the ſaid Term hereby granted, determinable as aforeſaid, in Manner and Form as aforeſaid. *And alſo*, That he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Meſſuage or Tenement, and Premiſſes above-mentioned, with the Appurtenances, for and during the Remainder of the ſaid Term hereby granted, determinable as aforeſaid, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *A. B.* or the ſaid *C. B.* or *E. B.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, and of all and every other Perſon and Peaſons whatſoever. *And further*, That he the ſaid *A. B.* his

his Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons, and his and their Heirs, Executors and Adminiſtrators, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, make, do and execute, or cauſe or procure to be made, *&c. All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect and abſolute granting and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term hereby granted which ſhall be then to come and unexpired, abſolutely freed and diſcharged of and from the Proviſo or Condition aforeſaid; and of and from all Benefit and Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever, as by the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is covenanted and agreed by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, ſhall and may hold and enjoy, *All* and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents, Iſſues and Profits

Profits thereof to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of a Feehold Leaſe for Three Lives abſolute, by Way of Demiſe.

THIS *Indenture* made, *&c. Between G. H.* of, *&c.* of the one Part; and *H. G.* of, *&c.* of the other Part: *Whereas H. A.* late of, *&c.* Eſq; deceaſed, by his Indenture bearing Date, *&c.* for the Conſiderations therein-mentioned, *Did* demiſe, grant, and to Farm let unto the ſaid *G. H. All* that Meſſuage or Tenement, *&c.* ſituate, *&c.* together with all Houſes, Edifices, *&c. To be had and holden* unto the ſaid *G. H.* his Heirs and Aſſigns, for and during the natural Lives of him the ſaid *G. H.* and *J.* and *M.* his Sons, and for and during the Life natural of every and either of them longeſt living, (of whom only the ſaid *G. H.* and *M.* his Son are now living) *At* and under the yearly Rent of, *&c.* payable, *&c.* as in and by the ſaid recited Indenture may more fully appear. *Now this Indenture witneſſeth*, That the ſaid *G. H.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *H. G.* the Receipt whereof he doth hereby confeſs and acknowledge; he the ſaid *G. H.* hath demiſed, granted, and to Farm letten, and by theſe Preſents doth demiſe, *&c.* unto the ſaid *H. G. All* that the ſaid Meſſuage or Tenement, Lands and Premiſſes above-recited, and every Part and Parcel thereof with the Appurtenances: *To have and to hold* the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes above-

bove-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during and unto the full End and Term of 99 Years from thence next enſuing, and fully to be compleat and ended, if he the ſaid *G. H.* and *M.* his Son, or either of them, ſhall ſo long happen to live. *Provided* always, and upon Condition, That if the ſaid *G. H.* his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *H. G.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next coming, without any Deduction or Defalcation for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid *G. H.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *G. H.* his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *H. G.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* in and upon the ſaid, *&c.* next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* alſo that he the ſaid *G. H.* at the Time of Sealing and Delivery of theſe Preſents, is the true and lawful Owner of the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, with the Appurtenances; And that he hath in himſelf good Right, true Title,

Title, full Power, and lawful and abſolute Authority to demiſe and grant the ſaid Meſſuage or Tenement, and Premiſſes, unto the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of 99 Years, determinable as aforeſaid, in Manner and Form aforeſaid. *And* alſo that he the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, the ſaid Meſſuage or Tenement, and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during all the Reſt and Reſidue of the ſaid Term hereby granted, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *G. H.* his Heirs or Aſſigns, or of any other Perſon or Perſons lawfully claiming, or to claim, by, from, or under him, them, or any of them. *And* that freed and diſcharged of and from all former and other Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Forfeitures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever had, made, committed, done or ſuffered, or to be had, *&c.* by the ſaid *G. H.* or by any other Perſon or Perſons lawfully claiming, or

to

to claim, by, from or under him. *And further*, That he the ſaid *G. H.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Meſſuage or Tenement, Lands and Premiſſes above-mentioned, or any Part thereof, by, from or under him, them, or any of them, ſhall and will from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, upon the Requeſt of the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſuring of all and ſingular the ſaid Meſſuage or Tenement, and Premiſſes abovementioned, with the Appurtenances unto the ſaid *H. G. To hold* to him, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term hereby granted, which ſhall be then to come and unexpired; as by the ſaid *H. G.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That the ſaid *G. H.* his Heirs and Aſſigns, ſhall and may, until Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Meſſuage or

Tenement, and Premiſſes above-mentioned, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of a Prebend and Parſonage, held by Freehold Leaſe for three Lives, made by Leaſe and Releaſe, with a Proviſo, That the Mortgagee may pay off an Incumbrance, and that then the Premiſſes ſhall remain as a Security for both Sums, and alſo for the Mortgagee to pay the Rent on Default of the Mortgagor, and add a Life or Lives in caſe of the Death of any on the Original Leaſe.

THIS *Indenture* made, &c. *Between T. H.* of, &c. Son and Heir, and alſo Executor of the laſt Will and Teſtament of *F. H.* late of, &c. deceaſed, of the one Part; and *T. E.* of, &c. of the other Part. *Whereas* the ſaid *T. H.* ſtands ſeized to him and his Heirs for his own Life, and the Lives of *F.* his Brother, and *M.* his Siſter, of and in *All* that the Prebend and Parſonage of *B.* in the County of *S.* with all and all Manner of Houſes, Edifices, Tithes, Commodities and Profits, Lands, Tenements, Rents, Meadows, Paſtures and Hereditaments; And alſo all Suits, Services, Fines, Heriots, Reverſions, Profits of Courts, with all and ſingular the Appurtenances to the ſaid Prebend and Parſonage belonging, or in any wiſe appertaining, or with the ſame Prebend and Parſonage at any Time heretofore demiſed, occupied or enjoyed, (except the Penſion of the Vicaridge of *B.* aforeſaid, with the

the Preſentation of the ſame) under the yearly Rent of, &c. as by the Leaſe thereof granted may appear. *Now this Indenture witneſſeth*, That the ſaid *T. H.* for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid *T. E.* the Receipt whereof he doth hereby acknowledge; he the ſaid *T. H. Hath* granted, bargained and ſold, aſſigned, releaſed and confirmed, and by theſe Preſents doth grant, &c. unto the ſaid *T. E.* (in his actual Poſſeſſion now being of the ſaid Prebend, Parſonage and Premiſſes above-mentioned, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for *Transferring of Uſes into Poſſeſſion*) and to his Heirs and Aſſigns, *All* and ſingular the ſaid Prebend, Parſonage, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, and the Rents, Reverſions, Remainders and Services thereof; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *T. H.* of, in and to the ſaid Prebend, Parſonage and Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Prebend, Parſonage, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *T. E.* his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid *T. E.* his Heirs and Aſſigns, for and during the natural Lives of the ſaid *T. H. F. H.* and *M. H.*

and for and during the Life of the longeſt Liver of them. *Provided* always, and upon Condition, That if the ſaid *T. H.* his Heirs or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. E.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next coming, without any Deduction of Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid *T. H.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *T. H.* his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *T. E.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* in and upon the ſaid, *&c.* next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid *T. E.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during all the Reſt and Reſidue of his the ſaid *T. H.*'s ſaid Eſtate and Intereſt therein, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Inter-

ruption and Denial of him the ſaid *T. H.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever. (Except a Mortgage bearing Date, *&c.* made by the ſaid *T. H.* to *S. R.* of, *&c.* of the ſaid Premiſſes above-mentioned, for ſecuring, *&c.* and Intereſt.) *And further*, That he the ſaid *T. H.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, (except before excepted) ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, *&c.* *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto him the ſaid *T. E.* his Heirs and Aſſigns, for and during the Eſtate, Term and Intereſt therein, which ſhall be then to come and unexpired, diſcharged of and from the Proviſo or Condition herein contained, and of all Benefit and Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever, as by the ſaid *T. E.* his Heirs and Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And* it is further agreed by and between the ſaid Parties to theſe Preſents, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid *T. H.* his Heirs and Aſſigns, ſhall and may have,

have, hold and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit, any Thing herein contained to the contrary notwithſtanding. *Provided*, and it is hereby further agreed and declared by and between the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *T. E.* his Executors Adminiſtrators or Aſſigns, at any Time or Times hereafter, to pay off the ſaid *S. R.* all Monies due to him upon the ſaid Mortgage, and to take an Aſſignment thereof to himſelf, or to any other Perſon, *In Truſt* for him; and that after Payment thereof, the ſaid Premiſſes ſhall ſtand chargeable with and liable to the Payment, of not only all ſuch Money as the ſaid *T. E.* ſhall pay to the ſaid *S. R.* but alſo of all Charges to be expended thereabout, with uſual Intereſt for the ſame. *And further*, That in caſe it ſhall happen that one or more of the Lives on which the Eſtate hereby granted is determinable ſhall happen to die before the Principal Money hereby ſecured, and the Intereſt thereof ſhall be fully paid and ſatisfied; and the ſaid *T. H.* his Heirs or Aſſigns, ſhall neglect, or, upon Requeſt to him or them made, refuſe to renew his or their Eſtate and Intereſt in the ſaid Premiſſes, and add one or more Life or Lives in the Room of the Perſon or Perſons ſo dying, and ſubject ſuch new Eſtate to the Payment of the Money hereby ſecured; or ſhall make any Failure in Payment of the Principal Money hereby ſecured, or the Intereſt thereof; or ſhall permit the ſaid

yearly Rent of, &c. or any Part thereof, to be behind and unpaid, and thereby ſuffer the Lord or Lords of the Fee of the ſaid Premiſſes to enter thereupon, or bring or proſecute any Action or Suit for the ſame; That then, and in any of the ſaid Caſes, it ſhall and may be lawful to and for the ſaid *T. E.* his Heirs or Aſſigns, to pay off and diſcharge all ſuch Arrears of Rent as ſhall be then unpaid; and alſo to contract or agree with the Lord or Lords of the ſaid Premiſſes for the Time being, for Renewal of ſuch Eſtate and Addition of one or more Life or Lives, in the Room of ſuch Perſon and Perſons ſo dying, and take a new Leaſe or Grant of the ſaid Premiſſes in the Name of him the ſaid *T. E.* his Heirs, Executors or Adminiſtrators; and for ſuch Life or Lives as he or they ſhall think fit, in the Room of the Perſon or Perſons ſo dying; Which Eſtate ſo to be renewed and taken, ſhall not be redeemed or redeemable by the ſaid *T. H.* his Heirs or Aſſigns, until he or they ſhall have fully paid and ſatisfied unto the ſaid *T. E.* his Executors, Adminiſtrators or Aſſigns, as well the Money by him paid for Arrears of Rent, and for ſuch Renewal, with the Intereſt thereof, and Charges thereabout; as alſo the ſaid Sum of, &c. now lent, with all Intereſt due or to grow due therefore. *In Witneſs*, &c.

A Mort-

A Mortgage of Lands in Fee.

THIS *Indenture* made, &c. *Between* J. H. late of, &c. but now of, &c. of the one Part; and D. E. of, &c. of the other Part, *Witneſſeth*, That the ſaid J. H. for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid D. E. the Receipt whereof the ſaid J. H. doth hereby confeſs and acknowledge; he the ſaid J. H. *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, &c. unto the ſaid D. E. (in his actual Poſſeſſion now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for *Transferring of Uſes into Poſſeſſion*) and to his Heirs and Aſſigns for ever, *All* that Meſſuage or Tenement, &c. ſituate, &c. together with all Gardens, Stables, Houſes, &c. (which ſaid Meſſuage or Tenement was by the ſaid J. H. purchaſed to him and his Heirs of, &c.) And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid J. H. of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; And all Deeds, Evidences and Writings, touching or concerning the ſaid Premiſſes above-mentioned, or any Part thereof: *To have and to hold* the ſaid Meſſuage or Tenement, and all and ſingular other the Pre-

miſſes hereby granted and releaſed, or mentioned or intended to be hereby granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid D. E. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid D. E. his Heirs and Aſſigns for ever. *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, That if the ſaid J. H. his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid D. E. his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next enſuing the Date of theſe Preſents, without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid J. H. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid D. E. his Executors, Adminiſtrators and Aſſigns, That he the ſaid J. H. his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid D. E. his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, *&c.* in and upon, *&c.* next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid D. E. his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, the ſaid Meſſuage or Tenement, and Premiſſes above-mentioned,

with

with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid J. H. his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And further*, That he the ſaid J. H. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the ſaid Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the ſaid D. E. his Heirs and Aſſigns; *To* the only proper Uſe and Behoof of the ſaid D. E. his Heirs and Aſſigns for ever, abſolutely freed and diſcharged of and from the Proviſo or Condition herein contained, and of and from all Equity of Redemption by Virtue or Colour thereof, according to the true Intent and Meaning of theſe Preſents; as by the ſaid D. E. his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is covenanted and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That the ſaid J. H. his Heirs and Aſſigns, ſhall and may at all Times, until Default ſhall be made in

Performance of the Proviſo or Condition herein contained, peaceably and quietly have, hold and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Mortgage in Fee from a Man and his Wife, with Covenant to levy a Fine to the Mortgagee and his Heirs; *but* Proviſo, *If the Money be paid at the Time limited, the Fine to enure by way of Settlement to the Mortgagor for Life, Remainder to his Wife for Life, Remainder to their Iſſue, Remainder to the right Heirs of the Mortgagor*, &c. *And alſo a Covenant, That the Mortgagor will direct a Term to be aſſigned* in Truſt *to attend the Mortgage.*

THIS *Indenture* made, *&c. Between* B. D. of, *&c.* and C. his Wife, of the one Part; and E. B. of, *&c.* of the other Part: *Witneſſeth*, That the ſaid B. D. and C. his Wife, for and in Conſideration of the Sum of 1500 *l.* of, *&c.* to them in Hand paid by the ſaid E. B. the Receipt whereof they the ſaid B. D. and C. his Wife do hereby acknowledge; and thereof, and of every Part thereof, do acquit, and diſcharge the ſaid E. B. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, and for other good Cauſes and Conſiderations them thereunto moving, *Have* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do grant, *&c.* unto the ſaid E. B. (in his actual Poſſeſſion, *&c.*) and to his Heirs and Aſſigns, *All* that Capital Meſſuage, *&c.* ſituate,

tuate, &c. in the Tenure of, &c. And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of them the ſaid B. D. and C. his Wife, or either of them, of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; And all Deeds, Evidences and Writings, which concern the ſame Premiſſes only, or only any Part thereof: *To have and to hold* all and ſingular the ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes hereby releaſed and conveyed, or intended ſo to be, with their and every of their Appurtenances, unto the ſaid E. B. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid E. B. his Heirs and Aſſigns for ever. *And* the ſaid B. D. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant and grant to and with the ſaid E. B. his Heirs and Aſſigns, by theſe Preſents, That he the ſaid B. D. and the ſaid C. his Wife, ſhall and will before the End of *Trinity* Term next enſuing the Date hereof, or in ſome other ſubſequent Term, at the Election, and upon the Requeſt of the ſaid E. B. his Heirs and Aſſigns, and at the proper Coſts and Charges of the ſaid B. D. levy and acknowledge in due Form of Law, one Fine *Sur Conuſance de Droit come ceo*, &c. with Proclamations, according to the Statute in that Caſe made and provided, unto the ſaid E. B. and his Heirs, of the ſaid Capital Meſſuage, and all and ſingular other the Premiſſes, with the Appurtenances, by

ſuch

ſuch apt and convenient Name and Names, Quantity and Quantities, and in ſuch Sort, Manner and Form, as by the ſaid E. B. his Heirs or Aſſigns, or by his or their Counſel learned in the Law ſhall be adviſed and required. *And* it is hereby agreed and declared, by and between the ſaid Parties to theſe Preſents, for them and their Heirs, that the ſaid Fine and the Execution thereof, and all other Fines, after the Date of theſe Preſents to be levied by the ſaid B. D. and C. his Wife, or either of them, to the ſaid E. B. of the ſaid Premiſſes above-mentioned, or any Part thereof, *Shall* be and enure, and ſhall be conſtrued, adjudged and deemed to be and enure, *To* the only Uſe and Behoof of the ſaid E. B. his Heirs and Aſſigns for ever. *Provided* always, and upon Condition, That if the ſaid B. D and C. his Wife, or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid, unto the ſaid E. B. his Executors, Adminiſtrators or Aſſigns, the full Sum of 1500 *l.* of, *&c.* with lawful Intereſt for the ſame, on or before, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction or Abatement, for or in Reſpect of any Parliamentary or other Taxes, or any Charges or Impoſitions whatſoever; that then and from thenceforth, the Uſe herein before limited to the ſaid E. B. and his Heirs, ſhall ceaſe, determine and be void: And the ſaid Premiſſes, and the Eſtate hereby granted and conveyed to the ſaid E. B. and his Heirs, and alſo the ſaid Fine herein before covenanted to be levied thereof, *Shall* be and enure, and ſhall be conſtrued, adjudged and deemed, to be and enure, *To* the Uſe and Behoof of the

the ſaid B. D. for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; And from and after his Deceaſe, *To* the Uſe and Behoof of the ſaid C. for and during the Term of her natural Life, in Lieu and Satisfaction of her Dower, and from and after her Deceaſe, *To* the Uſe and Behoof of the Iſſue of the Body of the ſaid B. D. on the Body of the ſaid C. begotten, or to be begotten; And for Default of ſuch Iſſue, *To* the Uſe and Behoof of the right Heirs of the ſaid B. D. for ever; and to and for no other Uſe, Intent or Purpoſe whatſoever, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid B. D. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid E. B. his Executors, Adminiſtrators and Aſſigns, That he the ſaid B. D. his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid E. B. his Executors or Adminiſtrators, the ſaid Sum of 1500 *l.* of, *&c.* with lawful Intereſt for the ſame, on or before, *&c.* which will be in the ſaid Year of our Lord, *&c.* without any Deduction as aforeſaid, according to the Proviſo or Condition above written, and the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid B. D. at the Time of Sealing and Delivery of theſe Preſents, is and ſtandeth lawfully and rightfully ſeized of and in the ſaid Capital Meſſuage, Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, of a good, ſure, perfect and Indefeaſible Eſtate of Inheritance in Fee-Simple; *And* that he hath in himſelf good Right, full Power, and lawful

ful and abſolute Authority, to grant and releaſe the ſame, with the Appurtenances, unto the ſaid E. B. his Heirs and Aſſigns, in Manner aforeſaid. *And further*, The ſaid B. D. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid E. B. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid B. D. his Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons having or claiming, or which ſhall or may at any Time hereafter have or lawfully claim any Eſtate, Right, Title or Intereſt, of, in or to the ſaid Capital Meſſuage and Premiſſes above-mentioned, or any Part thereof, with the Appurtenances, by, from or under him the ſaid B. D. his Heirs or Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, at the Requeſt, Coſt and Charges in the Law of the ſaid E. B. his Heirs and Aſſigns, make, do, levy, acknowledge, execute and ſuffer, or cauſe or procure to be made, *&c.* *All* and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Aſſurances and Conveyances in the Law whatſoever, for the further, better, more perfect and abſolute granting, aſſuring and confirming of the ſaid Premiſſes, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid E. B. his Heirs and Aſſigns, be it by Matter of Record or not of Record, or by any lawful Ways or Means whatſoever, ſubject nevertheleſs to the Proviſo or Condition above-mentioned; *And whereas* T. C. of, *&c.* doth ſtand legally poſſeſs'd of, and intereſted in, all that the ſaid Capital Meſſuage, and all and ſingular other the Premiſſes above-

mentioned, for and during the Remainder of a Term of 500 Years, by Virtue of ſeveral Aſſignments thereof, upon *Truſt*, to attend and wait upon the Freehold and Inheritance of the ſaid Premiſſes, and to protect the ſame from Incumbrances. *Now* the ſaid B. D. for himſelf, his Heirs, Executors and Adminiſtrators, doth further covenant and grant to and with the ſaid E. B. his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid B. D. his Heirs and Aſſigns, ſhall and will upon the Requeſt of the ſaid E. B. his Heirs, Executors or Adminiſtrators, direct and appoint the ſaid T. C. his Executors and Adminiſtrators, to aſſign and convey; And that he the ſaid T. C. his Executors and Adminiſtrators, ſhall and will aſſign and convey all the reſt and Reſidue of the ſaid Term of 500 Years to come and unexpired, unto ſuch Perſon or Perſons as he the ſaid E. B. his Heirs, Executors or Adminiſtrators, ſhall nominate and appoint: *In Truſt* nevertheleſs, That the ſaid Term and Eſtate ſo to be aſſigned, ſhall attend and wait upon the Freehold and Inheritance of the ſaid Premiſſes, as now granted, and be kept on Foot to prevent extinguiſhing the ſame, and to keep off and protect the ſaid Capital Meſſuage and Premiſſes from meſne Incumbrances. *In Witneſs*, &c.

A Mort-

A Mortgage in Fee of the Moiety of Mills, &c. held by Patent from the Crown, to two Perſons and their Heirs, who have a Grant and Conveyance of the other Moiety, made as a Security for the Payment of Money into Trade, and in the mean Time after the Rate of 10 l. per Cent. *for Damages for want of it.*

THIS *Indenture* made, *&c. Between* A. B. of, *&c.* of the one Part, and C. D. and E. F. of, *&c.* of the other Part: *Whereas* our Sovereign Lord King *George*, by his Letters Patent, under the Great Seal of *Great Britain*, bearing Date, *&c.* for the Conſiderations therein mentioned, hath given and granted unto the ſaid A. B. *All* thoſe the Mills of, *&c.* ſituate, *&c.* with all their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging, formerly the Property of, *&c.* and by him forfeited in the Year, *&c. To hold* the ſaid Mills, with all their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging, unto the ſaid A. B. his Heirs and Aſſigns for ever, under the yearly Rent of, *&c.* Payable to his Majeſty, his Heirs and Succeſſors, at the Receipt of the Exchequer, at certain Days therein mentioned, as in and by the ſaid Letters Patent, Relation being thereunto had, more at large appears. *And whereas* in and by certain Indentures of Leaſe and Releaſe, bearing Date, *&c.* and made or mentioned to be made between the ſaid A. B. of the one Part, and the ſaid C. D. and E. F. of the other Part; the ſaid A. B. in Conſideration of the Sum of 2000 *l.* of, *&c.* 1000 *l.* whereof to him in Hand paid, and the other 1000 *l.* to be

be laid out and applied by the ſaid C. D. and E. F. in the joint Trade of buying, ſelling and grinding of Corn and Flower, &c. agreed upon between all the ſaid Parties, by certain Articles alſo bearing Date, &c. he the ſaid A. B. *Hath* granted, bargained and ſold, aliened, releaſed and confirmed unto the ſaid C. D. and E. F. their Heirs and Aſſigns for ever, one Moiety or half Part of the Mills and Premiſſes above-mentioned, with their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of one Moiety, or half Part of the ſaid Mills and Premiſſes, and of every Part and Parcel thereof, with the Appurtenances, *To hold* unto the ſaid C. D. and E. F. their Heirs and Aſſigns to the only proper Uſe and Behoof of the ſaid C. D and E. F. their Heirs and Aſſigns for ever, as in and by the ſaid recited Indentures may more fully and at large appear. *And whereas* it is agreed by and between all the ſaid Parties to theſe Preſents, That the other Moiety or half Part of the Mills of, &c. aforeſaid, ſhall be mortgaged and made liable by the ſaid A. B his Heirs and Aſſigns, as a Security that the ſaid 1000 *l.* to him the ſaid A. B. in Hand paid by the ſaid C. D. and E. F. ſhall be paid and applied by the ſaid A. B. his Heirs or Aſſigns, into the joint Trade of buying, ſelling and grinding of Corn and Flower abovementioned, as ſoon as may be within the Space of, &c. Years, from the Date hereof; And in the mean Time after the Rate of 10 *l. per Cent. per Ann.* for the ſame, as Damages for want of the ſaid Money, in the ſaid joint Trade. *Now this Indenture witneſſeth*, That the ſaid

A. B. for and in Conſideration of the ſaid Sum of 1000 *l.* of lawful Money, *&c.* to him paid as aforeſaid, by the ſaid C. D. and E. F. the Receipt whereof he doth hereby acknowledge, and for the ſecuring the Re-payment thereof into the joint Trade aforeſaid, of buying, ſelling and grinding of Corn and Flower, according to the Purport of the Agreement above-mentioned, and alſo for the ſecuring the Payment to them the ſaid C. D. and E. F. Intereſt, after the Rate of 10 *l. per Cent. per Annum*, as herein after is mentioned, he the ſaid A. B. *hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, *&c.* unto the ſaid C. D. and E. F. (in their actual Poſſeſſion now being, by Virtue of a Bargain and Sale to them thereof, for one Whole Year by Indenture bearing Date, the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to their Heirs and Aſſigns for ever, *All* that the other Moiety or half Part of the Mills of, *&c.* above-mentioned, to be granted by Patent to the ſaid A. B. his Heirs and Aſſigns, with the Appurtenances, and all Rights, Privileges and Advantages thereunto belonging; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of the ſaid Moiety, or half Part of the ſaid Mills and Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid A. B. of, in and to the ſaid Moiety, of the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances, *To have and to hold*

hold the ſaid other Moiety of the ſaid Mills, and other the Premiſſes by the ſaid Letters Patent granted, or mentioned or intended to be hereby granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid C. D. and E. F. their Heirs and Aſſigns for ever, *In Truſt* and to the Uſes herein after mentioned, (that is to ſay) as for and concerning one half of the ſaid Moiety, or a quarter Part of the ſaid Mills and Premiſſes, to the only proper Uſe and Behoof of him the ſaid C. D. his Heirs and Aſſigns for ever; And as for and concerning the other half of the ſaid Moiety, or quarter Part of the ſaid Mills and Premiſſes, to the only proper Uſe and Behoof of him the ſaid E. F. his Heirs and Aſſigns for ever; by, under and ſubject to a Moiety of the Rent reſerved, and the Covenants, Conditions and Agreements contained in and by the Letters Patent above-mentioned. *Provided* always, and it is agreed, by and between the ſaid Parties to theſe Preſents, That if the ſaid A. B. his Heirs or Aſſigns, do and ſhall as ſoon as conveniently he or they can, within the Space of, *&c.* Years now next enſuing the Date hereof, well and truly pay, or cauſe to be paid, into the Hands of the Banker or Caſhier appointed for receiving the Caſh and Stock of the joint Trade, of buying, ſelling and grinding of Corn and Flower, intended to be carried on by and between the ſaid Parties as aforeſaid, the ſaid Sum of 1000 *l.* of lawful, *&c.* without any Deduction whatſoever; And alſo in the mean Time yearly and every Year until the ſaid principal Sum ſhall be paid and ſatisfied, do and ſhall pay as Intereſt and Damages, for want of the ſame in the ſaid joint

Trade, to the ſaid C. D. and E. F. their Executors, Adminiſtrators or Aſſigns, after the Rate of 10 *l. per Cent. per Annum*, without any Deduction whatſoever, that then and from thenceforth theſe Preſents, and every thing herein contained ſhall ceaſe and be void any Thing herein contained to the contrary notwithſtanding. *And* the ſaid A. B. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid C. D. and E. F. their Executors, Adminiſtrators and Aſſigns, That he the ſaid A. B. his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, into the Hands of the Banker or Caſhier, appointed for receiving the Caſh and Stock of the joint Trade aforeſaid, the ſaid Sum of 1000 *l.* within the Space of, *&c.* Years now next enſuing the Date hereof, without any Deduction, and alſo Intereſt in the mean Time unto the ſaid C. D. and E. F. their Executors, Adminiſtrators or Aſſigns, until the ſaid principal Sum ſhall be paid and ſatisfied, after the Rate of 10 *l. per Cent. per Annum*, according to the true Intent and Meaning of theſe Preſents. *And alſo* that they the ſaid C. D. and E. F. their Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times after Default ſhall be made, in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Moiety, or half Part of the ſaid Mills and Premiſſes above-mentioned, to be hereby granted with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Moleſtation, Interruption and Denial, of him the ſaid A. B. his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever.

ever. *And further* that he the ſaid A. B. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any thing having or claiming in the ſaid Moiety, or half Part of the ſaid Mills and Premiſſes above-mentioned, to be hereby granted or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the ſaid Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting and aſſuring of the ſaid Moiety, or half Part of the ſaid Mills and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid C. D. and E. F. their Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid C. D. and E. F. their Heirs and Aſſigns for ever, abſolutely freed and diſcharged of and from the Proviſo or Condition herein contained, and of and from all Equity of Redemption, by Virtue or Colour thereof, according to the true Intent and Meaning of theſe Preſents, as by the ſaid C. D. and E. F. their Heirs or Aſſigns, or their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, it is covenanted and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, that the ſaid A. B. his Heirs and Aſſigns, ſhall and may at all Times, until Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly have, hold and

enjoy the ſaid Moiety, or half Part of the Mills and Premiſſes above-mentioned to be hereby granted, and receive and take the Rents and Profits thereof, to his and their own proper Uſe and Benefit, any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

N. B. This Precedent was peruſed by Mr. *Lutwych*, and Sir *Clement Wearg*, Solicitor General, and allowed by Opinion under their Hands to be good and binding at Law with the 10 *per Cent.* Intereſt, (tho' the 10 *per Cent.* was inſerted without being particularly mentioned *as Damages* and a *Recompence* for Want of the Money in Trade); and on a Trial at Law *Michaelmas* Term 1725, ſo it was adjudged, and the Mortgagee put in Poſſeſſion, *&c.*

A Mortgage from one of the Grantees of a Moiety of the aforeſaid Mills, to the other Grantee, of his Quarter Part or Share of the ſaid Mills, for ſecuring a Sum of Money.

THIS *Indenture* made, *&c. Between* C. D. of, *&c.* of the one Part, and E. F. of, *&c.* of the other Part. *Whereas* his preſent Majeſty King *George*, by his Letters Patent under the Great Seal bearing Date, *&c.* for the Conſiderations therein mentioned, *Hath* given and granted to A. B. of, *&c.* Eſq; *All* thoſe the Mills of, *&c.* with all their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging in, *&c.* formerly the Property of, *&c.* *To hold* the ſaid Mills with their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging,

ing, unto the ſaid A. B. his Heirs and Aſſigns for ever, under the yearly Rent of, &c. payable, &c. as in and by the ſaid Letters Patent more at large appears. *And whereas* by certain Indentures of Leaſe and Releaſe, bearing Date, &c. made between the ſaid A. B. of the one Part, and the ſaid C. D. and E. F. of the other Part, he the ſaid A. B. in Conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain*, paid and to be applied as therein is mentioned, *Hath* granted, bargained and ſold, aliened, releaſed and confirmed unto the ſaid C. D. and E. F. their Heirs and Aſſigns for ever, one Moiety or half Part of the Mills and Premiſſes above-mentioned, with their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of one Moiety or half Part of the ſaid Mills and Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, *To hold* the ſaid Moiety of the ſaid Mills and Premiſſes, with all their Appurtenances unto the ſaid C. D. and E. F. their Heirs and Aſſigns for ever. *In Truſt* as to one Half of the ſaid Moiety of the ſaid Mills and Premiſſes to the Uſe and Behoof of the ſaid C. D. his Heirs and Aſſigns. And as for and concerning the other Half of the ſaid Moiety of the ſaid Premiſſes, to the Uſe and Behoof of the ſaid E. F. his Heirs and Aſſigns, under a Moiety of the Rent reſerved, and the Covenants contained in the Letters Patent above-mentioned, as in and by the ſaid recited Indentures more fully appears. *Now this Indenture witneſſeth*, That the ſaid C. D. for and in Conſideration of the

Sum of 1000 *l.* of, *&c.* to him in Hand paid by the ſaid E. F. the Receipt whereof the ſaid C. D. doth hereby confeſs and acknowledge; he the ſaid C. D. *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, *&c.* unto the ſaid E. F. (in his actual Poſſeſſion now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs and Aſſigns for ever, *All* that his Half of the ſaid Moiety, or one Quarter Part of the ſaid Mills and Premiſſes above-menitoned, with the Appurtenances, and all Rights, Privileges and Advantages thereunto belonging; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of the ſaid Half of the ſaid Moiety, or one Quarter Part of the ſaid Mills and Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of him the ſaid C. D. of, in and to the ſaid Premiſſes, and of, in and to every Part thereof with the Appurtenances, *To have and to hold* the ſaid Half of the ſaid Moiety or one Quarter Part of the ſaid Mills and Premiſſes above-mentioned and intended to be hereby granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid E. F. his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid E. F. his Heirs and Aſſigns for ever, by, under, and ſubject to one Half of a Moiety of the

the Rent reſerved, and the Covenants, Conditions and Agreements contained in and by the Letters Patent above recited. *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, That if the ſaid C. D. his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid E. F. his Executors, Adminiſtrators or Aſſigns, the full Sum of 1000 *l.* of, *&c.* with lawful Intereſt for the ſame, in and upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deductions whatſoever, that then and from thenceforth theſe Preſents, and every Thing herein contained ſhall ceaſe and be void, any Thing herein contained to the contrary notwithſtanding. *And* the ſaid C. D. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid E. F. his Executors, Adminiſtrators and Aſſigns, That he the ſaid C. D. his Heirs or Aſſigns ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid E. F. his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of 1000 *l.* of, *&c.* with lawful Intereſt therefore in and upon the ſaid, *&c.* which will be in the ſaid Year, *&c.* without any Deduction, according to the true Intent and Meaning of theſe Preſents. *And alſo* that the ſaid E. F. his Heirs and Aſſigns, ſhall and and may from Time to Time, and at all Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, the ſaid Half of the ſaid Moiety, or one Quarter Part of the ſaid Mills and Premiſſes above-mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance,

Moleſtation, Interruption and Denial of him the ſaid C. D. his Heirs and Aſſigns; and of all and every other Perſon and Perſons whatſoever. *And further*, That he the ſaid C. D. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Half of the ſaid Moiety, or one Quarter Part of the ſaid Mills and Premiſſes above-mentioned, to be hereby granted, or any Part thereof, ſhall and will at any Time or Times after Default ſhall be made in Performance of the ſaid Proviſo or Condition herein contained, make, do, and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting and aſſuring of the ſaid Half of the ſaid Moiety or Quarter Part of the ſaid Mills and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid E. F. his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid E. F. his Heirs and Aſſigns for ever, abſolutely freed and diſcharged of and from the Proviſo or Condition aforeſaid, and of and from all Equity of Redemption, by Virtue or Colour thereof, according to the true Intent and Meaning of theſe Preſents, as by the ſaid E. F. his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And laſtly*, It is covenanted and agreed upon by and between the ſaid Parties to theſe Preſents, That the ſaid C. D. his Heirs and Aſſigns, ſhall and may at all Times, until Default ſhall be made in Performance

formance of the Proviſo or Condition herein contained, peaceably and quietly enjoy. *In Witneſs*, &c.

A Mortgage of an Eſtate by Way of Leaſe and Releaſe, and Defeazance, with Covenant to levy a Fine; and Proviſo, That if the Mortgagor pays in Part of the Money by a Time limited, then Part of the mortgaged Premiſſes to be reconveyed to the Mortgagor, to ſuch Uſes as he ſhall direct; and the remaining Part of the Premiſſes only to remain as a Security for the Reſt of the Mortgage Money unpaid.

THIS *Indenture Tripartite* made, &c. *Between B. D.* of, &c. and *C.* his Wife, of the firſt Part; *E. B.* of, &c. of the ſecond Part; and *A. B.* of, &c. of the third Part, *Witneſſeth*, That the ſaid *B. D.* and *C.* his Wife, for and in Conſideration of the Sum of, &c. to them in Hand paid by the ſaid *A. B.* And the ſaid *E. B.* in Conſideration of the Sum of, &c. to him in Hand alſo paid by the ſaid *A. B.* by and with the Conſent and Agreement of the ſaid *B. D.* and *C.* his Wife, in full of the Principal and Intereſt Money due to the ſaid *E. B.* on one Indenture of Mortgage, bearing Date, &c. made of the Premiſſes herein after-mentioned, by the ſaid *B. D.* and *C.* his Wife, to the ſaid *E. B.* for ſecuring the Principal Sum of, &c. and Intereſt; the Receipt of which ſaid ſeveral Sums of, &c. they the ſaid *B. D.* and *C.* his Wife, and *E. B.* do hereby reſpectively confeſs and acknowledge; and for other good Cauſes and Conſiderations them thereunto moving; they the ſaid *B. D.* and *C.* his Wife, and alſo the ſaid *E. B.* at their Requeſt,

queſt, and by their Direction and Appointment, *Have*, and every and either of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and every and either of them doth grant, *&c.* unto the ſaid *A. B.* (in his actual Poſſeſſion now being, by Virtue of a Bargain and Sale to him thereof made by the ſaid *B. D.* and *C.* his Wife, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, for the Term of one whole Year; and by Force of the Statute for *Transferring of Uſes into Poſſeſſion*) and to his Heirs and Aſſigns, *All* that Capital Meſſuage or Tenement, with the Appurtenances, called, *&c.* with all Houſes, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Farms, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, and Soil of Woods, Fiſhings, Wears, Ways, Waters, Watercourſes, Commons, Profits, Emoluments, and other Hereditaments whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or therewith uſed, held or enjoyed, or reputed, known or taken, as Part, Parcel or Member thereof, or appurtenant thereunto, ſituate, lying and being in, *&c.* and late in the Tenure or Occupation of, *&c.* his Aſſigns or Under-Tenants, and now in the Tenure or Occupation of the ſaid *B. D.* his Aſſigns or Under-Tenants; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of them the ſaid *B. D. C.* his Wife,

and

and the ſaid *E. B.* or any or either of them, of, in or to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; And alſo all Deeds, Evidences and Writings touching or concerning the ſaid Premiſſes, or any Part thereof, now in the Cuſtody or Poſſeſſion of them the ſaid *B. D. C.* his Wife, and the ſaid *E. B.* or either of them, or which they or either of them can or may get or come by without Suit in Law. *To have and to hold* all and ſingular the ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes above-mentioned, with their and every of their Appurtenances, unto the ſaid *A. B.* his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever. *And* the ſaid *B. D.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *A. B.* his Heirs and Aſſigns, That (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *B. D.* done or committed to the contrary) he the ſaid *B. D.* or the ſaid *E. B.* is or are lawfully and rightfully ſeized of and in the ſaid Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, with the Appurtenances, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Manner of Limitation of Uſe or Uſes, or any other Matter, Cauſe or Thing whatſoever, whereby to alter, change, charge and determine the ſame. *And* alſo, That (for and notwithſtanding any Act, Matter or Thing as aforeſaid) he the ſaid *B. D.* or the ſaid *E. B.* hath or have good Right, full Power and lawful Authority, in his or their own Right, to grant and convey the

the ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *A. B.* his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That the ſaid *A. B.* his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times, from henceforth for ever hereafter peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Itterruption and Denial of him the ſaid *B. D.* his Heirs or Aſſigns, or of any other Perſons whatſoever, claiming, or to claim, by, from or under him, them, or any of them (except as is hereafter excepted.) *And* that freed and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, and of and from all other Charges, Eſtates, Rights, Titles and Incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, *&c.* by him the ſaid *B. D.* his Heirs or Aſſigns, or any other Perſon or Perſons whatſoever claiming, or to claim, by, from or under him, them, or any of them; (Except one

one Indenture of Leaſe, bearing Date, &c. made of Part of the ſaid Premiſſes by the ſaid *B. D.* to one *H. P.* for the Term of, &c. under the yearly Rent of, &c. And alſo, Except one other Indenture of Leaſe, bearing Date, &c. made by the ſaid *B. D.* and *C.* his Wife, of other Part of the ſaid Premiſſes, to one *C. P.* for the Term of, &c. under the yearly Rent of, &c. And alſo, Except one other Indenture of Leaſe, bearing Date, &c. made of other Parts of the ſaid Premiſſes above-mentioned, by the ſaid *B. D.* and *C.* his Wife, to one *W. W.* for the Term of, &c. under the yearly Rent of, &c.) *And* the ſaid *E. B.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *A. E.* his Heirs and Aſſigns, That he the ſaid *A. B.* his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times, for ever hereafter peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *E. B.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever claiming, or to claim, by, from or under him, them, or any of them, or by his or their Means or Procurement. *And* the ſaid *B. D.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *A. B.* his Heirs and Aſſigns, That he the ſaid *B. D.* and *C.* his Wife, ſhall and will before the End of *Hillary* Term next coming, at the proper Coſts and Charges in the Law of the ſaid *B. D.* before the King's Majeſty's Juſtices

of

of his Court of *Common Pleas* at *Weſtminſter*, in due Form of Law acknowledge and levy to the ſaid *A. B.* and his Heirs, one Fine *Sur Conuſance de Droit come ceo, &c.* with Proclamations, to be thereupon had according to the Form of the Statute in that Caſe made and provided, of the ſaid Capital Meſſuage, and all and ſingular other the Premiſſes above-mentioned, with the Appurtenances, by ſuch Name and Names, Quantities, Qualities and Number of Meſſuages, Acres and Things, and in ſuch Sort, Manner and Form, as by the Counſel learned in the Law of the ſaid *A. B.* ſhall be adviſed and thought fit. *And further*, That he the ſaid *B. D.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes above-mentioned, or any Part thereof, by, from or under him, (except before excepted) ſhall and will from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid *A. B.* his Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, *&c. All* and every ſuch further and other lawful and reaſonable Grants, Acts, Conveyances and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting, conveying and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *A. B.* his Heirs and Aſſigns, *To* the Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents; as by the ſaid *A. B.* his Heirs or Aſ-

ſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That the ſaid Fine hereby agreed to be levied in Manner aforeſaid, and alſo all and every other Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever, already had, made, levied, ſuffered, executed or acknowledged, or at any Time hereafter to be had, *&c.* by or between the ſaid Parties to theſe Preſents, or by or between them or either of them, and any other Perſon or Perſons whatſoever, of the ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes above-mentioned, with the Appurtenances, or any Part thereof, either alone by it ſelf, or jointly with any other Lands, Tenements and Hereditaments, *Shall* be and enure, and ſhall be adjudged, eſteemed and taken to be and enure, as for and concerning all and ſingular the ſaid Capital Meſſuage and Premiſſes above-mentioned, with the Appurtenances, *To* and for the only proper Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents, and to and for none other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

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The Defeazance of the foregoing Releaſe.

THIS *Indenture* made, *&c. Between A. B.* of, *&c.* of the one Part, and *B. D.* of, *&c.* of the other Part: *Whereas* in and by certain Indentures of Leaſe and Releaſe, bearing Date, *&c.* of this inſtant, *&c.* the Releaſe being Tripartite, and made between the ſaid *B. D.* and *C.* his Wife, of the firſt Part; *E. B.* of, *&c.* of the ſecond Part; and the ſaid *A. B.* of the third Part; The ſaid *B. D.* and *C.* his Wife, for and in Conſideration of the Sum of, *&c.* to them in Hand paid by the ſaid *A. B.* And the ſaid *E. B.* in Conſideration of the Sum of, *&c.* of like, *&c.* to him in Hand alſo paid by the ſaid *A. B.* by the Conſent and Agreement of the ſaid *B. D.* and *C.* his Wife, in full of the Principal and Intereſt Money due to the ſaid *E. B.* on one Indenture of Mortgage, bearing Date, *&c.* made of the Premiſſes therein and herein after-mentioned by the ſaid *B. D.* and *C.* his Wife, to the ſaid *E. B.* for ſecuring the Sum of, *&c.* and Intereſt; The ſaid *B. D.* and *C.* his Wife, and alſo the ſaid *E. B.* by their Direction and Appointment, *Did* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *A. B.* and to his Heirs and Aſſigns, *All* that Capital Meſſuage or Tenement, with the Appurtenances, called or known by the Name of, *&c.* with all Houſes, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Farms, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, and Soil of Woods, Fiſhings, Wears, Ways, Waters, Watercourſes, Commons, Pro-

fits, Emoluments, and other Hereditaments whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or therewith held or enjoyed, or reputed, known or taken, as Part, Parcel or Member thereof, or appurtenant thereunto, ſituate, lying and being in the Pariſh of, &c. and late in the Tenure or Occupation of, &c. his Aſſigns or Under-Tenants, and now in the Tenure or Occupation of the ſaid *B. D.* his Aſſigns or Under-Tenants; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of the ſaid Premiſſes, and of every Part and Parcel thereof, with the Appurtenances: *To hold* unto the ſaid *A. B.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever. In which ſaid Indenture is contained a Covenant for the ſaid *B. D.* and *C.* his Wife, to levy a Fine of the Capital Meſſuage and Premiſſes above-mentioned, to the Uſe of the ſaid *A. B.* and his Heirs; as in and by the ſaid recited Indenture may more fully and at large appear. *And whereas* the ſaid Indentures of Releaſe or Conveyance above-recited, and the Fine therein agreed to be levied were intended only as a Security for the Repayment of the ſaid, &c. being the Conſideration Money therein mentioned, with Intereſt for the ſame. *Now this Indenture witneſſeth*, That the ſaid *A. B.* doth hereby, for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, grant and agree to and with the ſaid *B. D.* his Heirs and Aſſigns, That if the ſaid *B. D.* his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *A. B.* his Executors, Adminiſtrators or

Aſſigns, the full Sum of, &c. in and upon, &c. next coming; and alſo the further full Sum of, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; that then, and at any Time thenceafter, he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid *B. D.* his Heirs or Aſſigns, reconvey or otherwiſe transfer and aſſure all and ſingular the ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *B. D.* his Heirs and Aſſigns, or to whom he or they ſhall appoint, by ſuch Ways and Means as the ſaid *B. D.* his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be deviſed, adviſed and required. *And* alſo ſhall and will at the like Requeſt, Coſts and Charges of the ſaid *B. D.* his Heirs or Aſſigns, aſſign or otherwiſe transfer, or cauſe to be aſſigned and transferred, the Remainder of a certain Term of 500 Years granted of the ſaid Premiſſes, by Indenture bearing Date, &c. made between, &c. and by Indenture bearing Date, &c. made between, &c. aſſigned to, &c. *in Truſt* for the ſaid *A. B.* to attend the Conveyance above-recited unto ſuch Perſon or Perſons as the ſaid *B. D.* his Heirs or Aſſigns, ſhall direct or nominate, *In Truſt* for the ſaid *B. D.* and his Heirs, and to attend the Inheritance, ſo as the Perſon or Perſons who is or are to make ſuch Reconveyance, or other Aſſurance and Aſſignment, by Force of theſe Preſents, be not compelled or compellable for the doing thereof, to travel or

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go from the Place or Places of his or their reſpective Habitation or Abode, at the Time of ſuch Requeſt to be made; nor to enter into any further or more general Covenants than againſt him and themſelves reſpectively, and his and their reſpective Acts. *And alſo*, That he the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, ſhall and will on Payment of the ſaid Sum of, *&c.* and, *&c.* by the ſaid *B. D.* at the Days and Times, and in Manner and Form aforeſaid, deliver or cauſe to be delivered unto the ſaid *B. D.* his Heirs or Aſſigns, all and every the Deeds, Evidences and Writrings, mentioned and expreſſed in the Schedule hereto annexed, whole, ſafe, and uncancelled; any Thing herein contained to the contrary notwithſtanding. *Provided* always, and it is further covenanted and agreed by and between the ſaid Parties to theſe Preſents, That if the ſaid *B. D.* his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* Part of the ſaid, *&c.* Principal Money abovementioned, with ſuch Intereſt as ſhall be due for the ſame before the ſaid, *&c.* and Intereſt ſhall become payable, or be paid, by Virtue of theſe Preſents; and of ſuch Payment, do give Six Months Notice in Writing beforehand to the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, that he or they may have Time to procure another Security for the ſaid, *&c.* That then, and at any Time thenceafter, he the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, ſhall and will at the Requeſt, Coſts and Charges of the ſaid *B. D.* his Heirs or Aſſigns, reconvey or otherwiſe transfer the

Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, (Part of the Capital Meſſuage and Premiſſes above-mentioned) now in the Poſſeſſions of, &c. with the Appurtenances, unto the ſaid *B. D.* his Heirs and Aſſigns, or to whom he or they ſhall direct or appoint. And that then, and from thenceforth, the remaining Part of the ſaid Capital Meſſuage and Premiſſes above-mentioned ſhall continue and be only as a Security for the, &c. and Intereſt which ſhall remain unpaid of the ſaid, &c. above-mentioned, to be the Conſideration of the ſaid recited Indenture of Releaſe; any Thing herein contained to the contrary thereof notwithſtanding. *In Witneſs*, &c.

A Covenant to levy a Fine for ſtrengthening a Mortgage of Lands for 1000 *Years, firſt to corroborate the Mortgage, and after to the Uſe of the Mortgagor and his Heirs.*

THIS *Indenture* made, &c. *Between* J. B. of, &c. of the one Part; and J. A. of, &c. of the other Part, *Witneſſeth*, That the ſaid J. B. in Purſuance and Part of Performance of the Covenants and Agreements by him entred into, on the Sale to the ſaid J. A. of the Tenements herein after-mentioned; and for the better ſettling and aſſuring of the ſame Tenements, to, for and upon the ſeveral Uſes, Intents and Purpoſes herein after limited, expreſſed and declared; he the ſaid J. B. *Hath* covenanted and granted, and by theſe Preſents doth for himſelf, his Heirs and Aſſigns, covenant and grant to and with the ſaid J. A. his Heirs and Aſſigns, That he the ſaid J. B. ſhall and will before the End of *Hillary* Term next coming, before the Juſtices of his Majeſty's Court

Court of *Common Pleas* at *Weſtminſter*, in due Form of Law acknowledge and levy unto the ſaid J. A. and his Heirs, one Fine *Sur Conuſance de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Statute in that Caſe made and provided, of *All* that Meſſuage, &c. called or known by the Name of, &c. in the Tenure of, &c. And alſo all Ways, &c. And alſo the Reverſion and Reverſions, &c. by ſuch Name and Names, Quantities and Number of Acres and Things, and in ſuch Manner and Form, as by the Counſel of the ſaid J. A. ſhall be adviſed and thought fit. *Which* ſaid Fine ſo or in any other Manner to be had and levied, and all and every other Fine and Fines already had, or at any Time hereafter to be had and levied, ſued or proſecuted, of the Premiſſes above-mentioned, or any Part thereof, by it ſelf, or jointly with any other Lands, Tenements or Hereditaments, by or between the ſaid Parties to theſe Preſents, or between them or either of them, and any other Perſon and Perſons on this Side, and before the End of *Hillary* Term next coming, as for and concerning *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, *Shall* be and enure, and ſhall be adjudged, eſteemed and taken to be and enure; and the ſaid J. A. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, which now is or are, or which at the Time of perfecting of the ſaid Fine, ſhall ſtand and be ſeized of and in the ſaid Premiſſes, ſhall at all Times thenceafter ſtand and be ſeized of and in the ſame Premiſſes, with the Appurtenances, *To* and for the Uſe and Behoof of J. E. of, &c. his Exe-

cutors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which is yet to come and unexpired, of a certain Term of 1000 Years granted by the ſaid J. A. of the ſaid Meſſuage and Premiſſes, unto the ſaid J. E. by Indenture Tripartite, bearing Date, &c. And for the ſtrengthening, corroborating and confirming of the ſaid Term, ſubject nevertheleſs to the Proviſo or Condition in the ſaid Indenture Tripartite contained; And from and after the End or other ſooner Determination of the ſaid Term of 1000 Years, Then to and for the only Uſe and Behoof of the ſaid J. A. his Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

A Deed to ſubject an Eſtate mortgaged to the Payment of more Money borrowed.

THIS *Indenture* made, &c. *Between* W. B. of, &c. of the one Part, and T. E. of, &c. of the other Part: *Whereas* in and by certain Indentures of Leaſe and Releaſe, bearing Date, &c. made between the ſaid W. B. of the one Part, and B. P. of, &c. of the other Part; He the ſaid W. B. in Conſideration of the Sum of, &c. to him paid by the ſaid B. P. *Did* grant, bargain and ſell, alien, releaſe and confirm unto the ſaid B. P. *All* thoſe Manors, &c. *To be had and holden* unto the ſaid B. P. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid B. P. his Heirs and Aſſigns for ever; Which ſaid recited Indenture of Releaſe was, by a Proviſo or Condition therein contained, made defeaſible on Repayment of the ſaid, &c. with Intereſt, at certain

tain Days and Times therein mentioned, and now paſt; as in and by the ſaid recited Indenture of Releaſe may appear. *And whereas* in and by certain other Indentures of Leaſe and Releaſe, bearing Date, *&c.* the Releaſe being Tripartite, and made between the ſaid W. B. of the firſt Part, the ſaid B. P. of the ſecond Part, and the ſaid T. E. of the third Part; In Conſideration of the Sum of, *&c.* to the ſaid B. P. in Hand paid by the ſaid T. E. he the ſaid W. B. and the ſaid B. P. by his Direction and Appointment, *Did* grant, bargain and ſell, alien, releaſe and confirm unto the ſaid T. E. and his Heirs and Aſſigns for ever, *All* and ſingular the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, and the Rents, Reverſions, Remainders and Services thereof, and all their Eſtate and Intereſt therein: *To be had and holden* unto the ſaid T. E. his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid T. E. his Heirs and Aſſigns for ever; diſcharged of and from the Proviſo or Condition in the ſaid Indenture of Releaſe above-recited contained, and of and from all Benefit and Equity of Redemption of the ſaid Manors and Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever, ſubject nevertheleſs to be redeemed by the ſaid W. B. and his Heirs, on his or their Payment to the ſaid T. E. of the Sum of, *&c.* with Intereſt, in ſuch Manner as ſhould be expreſſed and declared in and by one Indenture Tripartite, intended to bear Date the Day next after the Day of the Date of the ſaid laſt recited Indenture of Releaſe, and to be made

between, &c. as in and by the ſaid laſt recited Indentures of Leaſe and Releaſe may more fully appear. *And whereas* the ſaid W. B. having Occaſion of Monies, as well to clear and diſcharge the Intereſt of the ſaid, &c. as to ſerve his other Occaſions, *Hath* borrowed of the ſaid T. E. the Sum of, &c. and for ſecuring the Repayment thereof with Intereſt, he the ſaid W. B. in and by one Bond or Obligation, bearing equal Date with theſe Preſents, is become bound to the ſaid T. E. in the penal Sum of, &c. conditioned for the Payment of, &c. in and upon, &c. as thereby may appear. *Now this Indenture witneſſeth*, That the ſaid W. B. for the better ſecuring the Repayment of the ſaid, &c. and Intereſt, according to the Condition of the ſaid recited Obligation, doth hereby for himſelf, his Heirs and Aſſigns, covenant, grant and agree to and with the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, That all and ſingular the ſaid Manors and Premiſſes above-mentioned, with the Appurtenances, ſhall ſtand, remain, continue and be a Security, as well for Payment to the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, of the ſaid, &c. and Intereſt, for his and their ſole Uſe and Benefit, according to the Condition of the ſaid recited Obligation, as for Payment to the ſaid T. E. of the ſaid, &c. and Intereſt, in ſuch Proportions as in the ſaid recited Indenture of Releaſe is expreſſed. *And* that the ſaid Manors and Premiſſes, or any Part thereof, ſhall not be redeemed or redeemable, until full Payment ſhall be made, as well of the ſaid, &c. and Intereſt, to the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, for his and their ſole Uſe and

and Benefit, as of the ſaid, &c. and Intereſt, to the ſaid T. E. *And further*, That he the ſaid W. B. and his Heirs, ſhall and will, at any Time hereafter on Requeſt, do any other Act or Thing for the better ſecuring the ſaid, &c. and Intereſt, as by the ſaid T. E. his Executors or Adminiſtrators, ſhall be adviſed or required. *In Witneſs*, &c.

An Indorſement on a Mortgage, made upon borrowing further Money, for which Bond is given; and this is made as a collateral Security.

Whereas I the within named A. B. have, the Day of the Date hereof, received and borrowed of the within named C. D. the further Sum of, &c. as by an Obligation bearing even Date herewith, wherein I the ſaid A. B. am bound unto the ſaid C. D. in the penal Sum of, &c. conditioned for the Payment of the ſaid Sum of, &c. with lawful Intereſt, on, &c. may appear. *Now know all Men* by theſe Preſents, That I the ſaid A. B. for the further Security and more ſure Payment to be made of the ſaid Sum of, &c. and all accruing Intereſt which ſhall hereafter become due for the ſame, *Do* hereby for me, my Heirs, Executors, Adminiſtrators and Aſſigns, covenant, grant and agree to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, That the Meſſuage, Tenement, Lands and Premiſſes, with the Appurtenances within-mentioned, ſhall from Time to Time, and at all Times hereafter, remain, continue, and be ſubject and liable to not only the Proviſo within-mentioned, but alſo the Condition of the ſaid recited Obligation unto the ſaid C. D. his

his Executors, Adminiſtrators and Aſſigns, as well to and for the Security and ſure Payment of the ſaid Sum of, &c. within-mentioned, and all accruing Intereſt thereof; as alſo to and for the Security and ſure Payment of the ſaid Sum of, &c. above-mentioned, and all Intereſt therefore, according to the true Intent and Meaning hereof. *In Witneſs*, &c.

Covenants in Mortgages, That if the Mortgage Money be not paid according to the Proviſo, the Mortgagee may ſell the Land to ſatisfy himſelf, and that the Profits of the Premiſſes ſhall be applied to diſcharge the Intereſt.

PRovided always, &c. *And* if the ſaid Sum of, &c. and the ſaid Sum of, &c. ſhall not be paid before the ſaid Day, &c. which ſhall be in the ſaid Year of our Lord, &c. That then and from thenceforth it ſhall and may be lawful to and for the ſaid T. C. his Executors, Adminiſtrators and Aſſigns, abſolutely to ſell and convey all and ſingular the ſaid Manors, Meſſuages, Lands and Premiſſes above-mentioned; and all the Term and Eſtate of and in the ſame hereby granted and aſſigned unto him for the Purpoſe aforeſaid. *And* it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That all the Profits of the ſaid Manors and Premiſſes received before the ſaid, &c. which ſhall be in the ſaid Year of our Lord, &c. ſhall be paid and applied for and towards Payment of the Intereſt henceforth to grow due for the ſaid Sum of, &c. and the ſaid Sum of, &c. after the uſual Rent; *And* if any more Rents or Profits ſhall be thereout received than ſhall be ſufficient

ſufficient for that Purpoſe, that the ſame ſhall be diſcounted and allowed in Part of the ſaid, &c. Principal Money.

A Covenant in a Mortgage, That the Mortgagee ſhall pay a further Sum for an abſolute Eſtate.

AND *Laſtly*, It is covenanted, granted, concluded and agreed, by and between all the ſaid Parties to theſe Preſents, That if the ſaid Sum of, &c. herein before-mentioned, ſhall happen to be behind and unpaid at the Time and Place above limited and appointed for Payment thereof, and ſhall continue unpaid from that Time until, &c. That then, and from thenceforth, he the ſaid A. B. his Heirs and Aſſigns, and every of them, ſhall and will from Time to Time, and at all Times, during the Space of ſeven Years next and immediately enſuing the ſaid, &c. upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid C. D. and E. F. their Heirs and Aſſigns, make, do, acknowledge, execute and ſuffer, or cauſe or procure to be made, &c. all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute conveying, aſſuring and ſure making of the ſaid Manor, Lordſhip and Premiſſes herein before-mentioned to be granted, and every Part and Parcel thereof, with the Appurtenances, (except, &c.) unto the ſaid C. D. and E. F. their Heirs and Aſſigns; as by them the ſaid C. D. and E. F. or either of them, their or either

of

of their Heirs or Aſſigns, or any of them, or any of their Counſel learned in the Law ſhall be deviſed, or adviſed and required; *In Conſideration* whereof, and as a full and valuable Recompence and Satisfaction for ſuch further and other abſolute Aſſurance of the Inheritance of the ſaid Premiſſes as aforeſaid, they the ſaid C. D. and E. F. for themſelves, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, do covenant, promiſe, grant and agree to and with the ſaid A. B. his Heirs and Aſſigns, That they the ſaid C. D. and E. F. their Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will on ſuch further Aſſurance made as aforeſaid, well and truly pay, or cauſe to be paid, unto the ſaid A. B. his Heirs, Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* at ſuch Time and Place as he or they ſhall limit or appoint. *Provided* always, and it is the Intent of the Parties aforeſaid, That ſuch Money which ſhall grow due as Intereſt for the Forbearance of the ſaid, *&c.* ſhall be deducted out of the ſame. *In Witneſs*, &c.

A Mort-

A Mortgage of ſeveral Annuities, granted by Settlement, and alſo of the Lands out of which the Annuities are iſſuing and payable; with a Covenant to levy a Fine, for ſtrengthening and confirming of the Grant of the Lands and Annuities, and ſeparate Covenants for Enjoyment, after Default in Performance of the Proviſo, &c.

THIS *Indenture Tripartite* made, *&c. Between* Sir *J. W.* Knt. (Son and Heir apparent of the Honourable Sir *B. W.*) and Dame *M.* Wife of the ſaid Sir *J. W.* of the firſt Part; *T. C.* Eſq; (Second Son of the Right Honourable *T.* Lord *C.* Baron of, *&c.*) of the ſecond Part; and *G. N.* of, *&c.* Gent. of the third Part. *Whereas* by one Indenture Tripartite, bearing Date, *&c.* made or mentioned to be made between the ſaid Sir *B. W.* and the Lady *M.* his Wife, and *S. W.* of, *&c.* of the firſt Part; the ſaid Sir *J. W.* of the ſecond Part; and the ſaid Dame *M.* now Wife of the ſaid Sir *J. W.* (by her then Name of *M. P.* Widow, the Relict of *T. P.* late of, *&c.* deceaſed) *G. P.* of, *&c.* *R. B.* of, *&c.* Eſq; of the third Part; And by Virtue of one or more Fine or Fines in the ſaid Indenture, covenanted to be had and levied before the End of, *&c.* Term then next enſuing the Date of the ſaid Indenture; which Fine or Fines were accordingly had, levied, and acknowledged; *And* by Force of the Statute for *Transferring Uſes into Poſſeſſion*, or by Virtue of ſome other good Conveyance and Aſſurance in the Law heretofore lawfully had and executed, *All* that the Manor of, *&c.* with its Rights, Members and Appur-

Appurtenances, ſituate, lying and being in, &c. And all that Capital Meſſuage or Manſion-houſe called, &c. and the Advowſon, Preſentation, and Right of Patronage, of, in and to the Pariſh-Church of, &c. aforeſaid; and all and every the Meſſuages, &c. and Appurtenances to the ſaid Manor, Capital Meſſuage and Premiſſes, and every or any of them belonging, or in any wiſe appertaining, or accepted, reputed, taken or known to be Part, Parcel or Member thereof; and all and ſingular other the Meſſuages, &c. ſituate in, &c. aforeſaid; and the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of the ſaid Premiſſes, and of every Part and Parcel thereof, (except, &c.) were conveyed, limited or ſettled, immediately from and after the Solemnization of the Marriage in the ſaid Indenture mentioned, to be then intended to be ſhortly after had and ſolemnized between the ſaid Sir *J. W.* and *M. P.* (which ſaid Marriage hath ſince been had and ſolemnized accordingly) *To* the Uſes, Intents and Purpoſes, and upon the Truſts, and under the Proviſo's, in the ſaid Indenture declared and expreſſed; (that is to ſay) *To* the Uſe and to the Intent, that the ſaid Sir *J. W.* ſhould and might from Time to Time, during the joint Lives of the ſaid Sir *B. W.* and Sir *J. W.* have and receive out of the ſaid Manors and Premiſſes, the annual or yearly Sum of, &c. payable at the Feaſts of, &c. the firſt Payment to begin and to be made at, &c. And to the Uſe and Intent, That immediately after the Deceaſe of the ſaid Sir *B. W.* the ſaid Sir *J. W.* and the ſaid *M. P.* (now Dame *M. W.*) ſhould and might from Time to Time, during the joint Lives of the

ſaid Sir *J. W.* and the ſaid Dame *M.* have and receive, to be iſſuing out of the ſaid Manors and Premiſſes, the annual or yearly Rent or Sum of, *&c.* *And* that if it ſhould happen the ſaid reſpective annual or yearly Rents of, *&c.* or any Part thereof, ſhould be behind and unpaid by the Space of, *&c.* That then, and ſo often, it ſhould and might be lawful to and for the ſaid Sir *J. W.* and *M. P.* reſpectively, and their reſpective Aſſigns, into and upon the ſaid Manors and Premiſſes, or any Part thereof, (except before excepted) to enter and diſtrain; and the Diſtreſs and Diſtreſſes then and there from Time to Time found, to take, drive, carry away, and impound and keep, until the ſaid ſeveral yearly Rents of, *&c.* and the reſpective Arrears thereof, (if any be) ſhould be fully ſatisfied and paid; as in and by the ſaid recited Indenture (amongſt divers other Things therein contained) more fully may appear. *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of, *&c.* to the ſaid Sir *J. W.* and Dame *M.* his Wife, in Hand paid by the ſaid *T. C.* at or before the Sealing and Delivery of theſe Preſents; the Receipt whereof the ſaid Sir *J. W.* doth acknowledge; and thereof, and of every Part thereof, doth clearly and abſolutely acquit, releaſe and diſcharge the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns; And alſo in Conſideration of the Sum of 5 *s.* of like, *&c.* to them the ſaid Sir *J. W.* and Dame *M.* in Hand paid by the ſaid *G. N.* the Receipt whereof is hereby alſo acknowledged; they the ſaid Sir *J. W.* and Dame *M.* his Wife, *Have* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do grant, *&c.*

unto

unto the ſaid *G.N.* (by the Nomination and Appointment of the ſaid *T.C.*) the ſaid annual or yearly Sum of, *&c.* herein before-mentioned to have been limited to the ſaid Sir *J. W.* during the joint Lives of the ſaid Sir *B. W.* and Sir *J. W.* to be iſſuing out of the ſaid Manors and Premiſſes above-recited; And alſo the ſaid annual or yearly Rent or Sum of, *&c.* herein before-mentioned to have been limited to the ſaid *M.W.* immediately from and after the Deceaſe of the ſaid Sir *B. W.* during the joint Lives of the ſaid Sir *J. W.* and her the ſaid Dame *M.* to be alſo iſſuing out of the ſaid Manors and Premiſſes above-mentioned as aforeſaid; Together with the Liberty and Power of entering into, and diſtraining upon, the ſaid Manor and Premiſſes, and every or any Part or Parcel thereof for the ſaid ſeveral yearly Rents of, *&c.* and Arrears thereof; and all other Ways, Means and Remedies for the Recovery of the ſaid yearly Rents, or either of them, which they the ſaid Sir *J. W.* and Dame *M.* his Wife, or either of them, have, or may or ought to have, by Force and Virtue of the ſaid recited Indenture, and other Aſſurances, or otherwiſe howſoever. *To have and to hold* the ſaid yearly Sum of, *&c.* unto the ſaid *G. N.* his Heirs, Executors, Adminiſtrators and Aſſigns, from the Day of the Date hereof, unto the full End and Term of 99 Years, from thence next enſuing, and fully to be compleat and ended, if the ſaid Sir *B. W.* and Sir *J. W.* ſhall both of them jointly ſo long live. *And to have and to hold* the ſaid annual Rent or yearly Sum of, *&c.* unto the ſaid *G. N.* his Heirs, Executors, Adminiſtrators and Aſſigns, from and immediately after the Deceaſe of the ſaid *B.* Lord *W.*

for and during the Term of 99 Years, and from thence fully to be compleat and ended, if the ſaid Sir *J. W.* and Dame *M.* his Wife, ſhall both of them jointly ſo long live. *And this Indenture further witneſſeth*, That the ſaid Sir *J. W.* and Dame *M.* his Wife, for and in Conſideration of the ſaid Sum of, *&c.* ſo to them in Hand paid by the ſaid *T. C.* as aforeſaid, *Have* demiſed, granted, bargained and ſold, and by theſe Preſents do demiſe, *&c.* unto the ſaid *T. C. All* that the ſaid Manor of, *&c.* with its Rights, Members and Appurtenances, and the ſaid Capital Meſſuage, *&c.* (*prout antea*;) *To have and to hold* the ſaid Manors, Meſſuages, Lands, Tenements, Woods, Underwoods, Advowſon, and all and ſingular other the Hereditaments and Premiſſes abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, from, *&c.* unto the full End and Term of 500 Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte. *And* the ſaid Sir *J. W.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid Sir *J. W.* and the Dame *M.* his Wife, ſhall and will before the End of, *&c.* next enſuing the Date hereof, at the proper Coſts and Charges in the Law of the ſaid Sir *J. W.* acknowledge and levy in due Form of Law unto the ſaid *T. C.* one or more Fine or Fines *Sur conceſſit*, *&c.* according to the uſual Courſe of ſuch Fines in ſuch Caſes uſed, of all and ſingular the ſaid Manors, Meſſuages,

Lands, Tenements and Premiſſes hereby to him the ſaid *T. C.* demiſed, or mentioned to be demiſed, and every Part and Parcel thereof, with the Appurtenances, by ſuch Names, Quantities and Qualities of Land, Numbers of Meſſuages, Acres and Things, as ſhall be convenient: *To hold* the ſame Premiſſes unto the ſaid *T. C.* his Executors and Adminiſtrators, for and during the ſaid Term of 500 Years above demiſed: And which ſaid Fine or Fines, and all and every other Fine or Fines, had, levied or acknowledged, or to be had, *&c.* by the ſaid Sir *J. W.* and Dame *M.* his Wife, by any Name or Names whatſoever, unto the ſaid *T. C.* or to any other Perſon or Perſons whomſoever, of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby demiſed, or mentioned to be demiſed, or of any Part or Parcel thereof, at any Time or Times within one Year next after the Date hereof, *Shall be* and enure, and ſhall be conſtrued, adjudged, deemed and taken, to be and enure; And is by all the ſaid Parties to theſe Preſents agreed and declared *To* be and enure, for the corroborating, ſtrengthening and confirming of this Indenture, and of the Demiſe and Grant of the Premiſſes hereby made unto the ſaid *T. C.* And alſo for the corroborating, ſtrengthening and confirming of the Grant, Bargain, Sale and Aſſignment hereby made, or mentioned to be made, of the ſaid ſeveral yearly Rents or Sums of, *&c.* unto the ſaid *G. N.* according to the true Intent and Meaning of theſe Preſents. *Provided* always, and it is covenanted, granted, concluded and agreed, by and between the ſaid Parties to theſe Preſents, That if the ſaid Sir

Sir *J. W.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *T. C.* his Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the full Sum of, *&c.* in Manner following; (that is to ſay) *&c.* Part thereof in and upon, *&c.* next coming, and, *&c.* the Reſidue thereof upon, *&c.* which will be in the Year of our Lord, *&c.* without any Delay, and without any Deduction or Abatement, for or in Reſpect of any Taxes, Aſſeſſments, Payments or Impoſitions whatſoever, either ordinary or extraordinary; that then and from thenceforth this preſent Indenture, and every Thing herein contained, and alſo the ſaid Term and Eſtate made, or intended to be made, by the ſaid Fine or Fines herein before covenanted to be levied as aforeſaid, ſhall ceaſe and be void; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid Sir *J. W.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *T. C.* his Executors and Adminiſtrators, by theſe Preſents, That he the ſaid Sir *J. W.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *T. C.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* at the Place, and on the Days and Times, and in Manner and Form, as is mentioned and expreſſed in the Proviſo above-written, without any Deduction or Abatement as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* the ſaid Sir *J. W.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth alſo covenant and grant to and with the

ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, That if he the ſaid Sir *J. W.* his Heirs, Executors or Adminiſtrators, ſhall make any Default in Payment of the ſaid Sum of, *&c.* in Part or in all, on any the Days and Times herein before appointed for Payment thereof; then he the ſaid *G. N.* his Heirs and Aſſigns, ſhall or lawfully may from thenceforth quietly and peaceably have, take, receive and enjoy the ſaid ſeveral yearly Rents of, *&c.* when and as the ſame ſhall become due and payable during the Reſidue of the ſaid reſpective Terms above-mentioned to be granted to the ſaid *G. N.* *And alſo*, That he the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, ſhall or lawfully may, from and after any ſuch Default, quietly and peaceably enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, for and during all the Reſt and Reſidue of the ſaid Term of 500 Years above granted then to come and unexpired, without the Let, Trouble or Interruption of the ſaid Sir *J. W.* and Dame *M.* his Wife, or either of them, or any Perſon or Perſons lawfully claiming, by, from or under them, or either of them, or any other Perſon or Perſons whatſoever, other than and except, *&c.* *And* that the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby demiſed and granted, and the ſaid ſeveral yearly Rents of, *&c.* herein before granted and aſſigned, now are, and during the ſaid reſpective Terms herein before demiſed and granted, ſhall remain, continue and be unto the ſaid *T. C.* and *G. N.* reſpectively, and their reſpective Executors,

tors, Adminiſtrators and Aſſigns, free and clear, and freely and clearly acquitted and diſcharged of and from all Manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Entails, Eſtates, Rights, Titles, Rents, Arrearages of Rents, Debts, Duties, Judgments, Statutes Merchant and of the Staple, Recognizances, Charges, Troubles, Forfeitures and Incumbrances whatſoever. (Except, *&c.*) *And further*, That if any Default ſhall be made by the ſaid Sir *J. W.* his Heirs, Executors or Adminiſtrators, in the Payment of the ſaid Sum of, *&c.* in Part or in all, at any the Days or Times whereon the ſame is before covenanted to be paid, That then and from thenceforth the ſaid Sir *J. W.* and Dame *M.* his Wife, and the Heirs and Aſſigns of the ſaid Sir *J. W.* and all and every other Perſon and Perſons whatſoever, having or lawfully claiming, or that ſhall or may at any Time or Times hereafter have or lawfully claim, any Eſtate, Right, Title or Intereſt, of, in or to the Premiſſes hereby granted or demiſed, or mentioned to be granted or demiſed, or of, in or to any Part or Parcel thereof, (except before excepted) ſhall and will from Time to Time, and at all Times, at and upon the reaſonable Requeſt, and proper Coſts and Charges in the Law of the ſaid *T. C.* his Executors, Adminiſtrators or Aſſigns, do, make, levy, execute, acknowledge and ſuffer, all and every ſuch further and other reaſonable Act and Acts, Thing and Things, for the better and more perfect aſſuring and confirming of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every or any Part or Parcel thereof, with the Appur-

tenances, unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſidue of the ſaid reſpective Terms hereby demiſed and granted, which ſhall be then to come and unexpired, be it by Fine *Sur Conuſans de droit come ceo, &c.* or any other Fine or Fines, Deed or Deeds indented or poll, common Recovery or Recoveries, with ſingle, double or treble Voucher or Vouchers, Releaſe and Confirmation, or by all and every, or any of the ſaid Ways or Means, or by any other Ways or Means in the Law whatſoever; as by the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed andrequired. *And laſtly*, It is covenanted and agreed by and between all the ſaid Parties to theſe Preſents, and hereby ſo declared, That until Default ſhall be made of or in Payment of the ſaid Sum of, *&c.* at the Days and Times above-mentioned, they the ſaid Sir *J. W.* and Dame *M.* his Wife reſpectively, according to their reſpective former Eſtates and Intereſts, which they had in the Premiſſes above-mentioned before the Making of theſe Preſents, ſhall or lawfully may receive and take to their own Uſe the ſaid ſeveral yearly Rents of, *&c.* as the ſame ſhall reſpectively become due and payable; And alſo all the Rents and Profits of the ſaid Manors, Lands, Tenements and Premiſſes hereby demiſed, or mentioned or intended to be demiſed, without the Let, Trouble, Hindrance or Denial of them the ſaid *T. C.* or *G. N.* their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, and without any Account to be given or rendred to them for the ſame. *In Witneſs*, &c.

Aſſign-

Aſſignments of Mortgages; Collateral Securities, and Securities againſt Incumbrances, *&c.*

An Aſſignment of a Mortgage of a Manor and Lands, (held by Grant and Patent from the Crown) for 400 *Years; with Proviſo, That on Payment of the Money, the Mortgagee to aſſign and transfer the Premiſſes, and redeliver Deeds to the Mortgagor.*

THIS *Indenture Tripartite*, made, *&c. Between* S. W. of, *&c.* Gent', of the firſt Part; R. W. of, *&c.* Eſq; of the ſecond Part; and E. F. of, *&c.* of the third Part. *Whereas* by Indenture bearing Date, *&c.* made between the ſaid S. W. and J. W. of, *&c.* Eſq; and T. E. of, *&c.* of the one Part, and the ſaid R. W. of the other Part; He the ſaid S. W. for and in Conſideration of the Sum of 1500 *l.* of, *&c.* to him in Hand paid by the ſaid R. W. the Receipt whereof the ſaid S. W. did thereby confeſs and acknowledge; and the ſaid J. W. and T. E. in Purſuance and Part of Performance of the Truſt in them repoſed by the ſaid S. W. and at his Inſtance and Requeſt ſignified by his joining therein, and ſigning and ſealing thereof; And in Conſideration of 5 *s.* of like, *&c.* to them likewiſe in Hand paid by the ſaid R. W. he the ſaid S. W. and the ſaid J. W. and T. E. by his Direction and Appointment, teſtified as aforeſaid, *Did* grant, bargain and ſell unto the ſaid R. W. *All* that the Capital Meſſuage, called or known by the Name of,

&c. in the Pariſh of, *&c.* with all the Barns, Stables, Out-houſes, Orchards, Gardens, Yards, Pigeon-houſes, Backſides, and Appurtenances thereunto belonging; And all that the Manor of, *&c.* with the Appurtenances, in the ſaid County of, *&c.* together with the Scite of the ſaid Manor, and the Royalties, Liberties, and Court-Leet or View of Frankpledge, and all that which to a Court-Leet belongeth, extending in and throughout the ſaid Manor of, *&c.* in the ſaid County of, *&c.* with the Powers and Authorities annexed, incident or belonging to the ſame; And alſo all Perquiſites of Courts, Quit-rents, Fees, Fines, Amerciaments, Dues, Duties, Suits, Waiſs, Eſtrays, Deodands, Goods of Felons and Fugitives, and Perſons put in Exigents, Forfeitures, Eſcheats, Emoluments, Franchiſes and Appurtenances whatſoever thereunto belonging, or in any wiſe appertaining, in as full and ample Manner as E. F. G. E. of, *&c.* Eſq; and, *&c.* or any one or more of them, could or might at any Time hold, Uſe or exerciſe the ſame, by Virtue of any Letters Patent or Patents had or made by and from King *James* the Firſt, unto, *&c.* or by any other Means whatſoever; together with all and every the Letters Patent, and Grants of the ſame; And alſo *All* that Meſſuage or Farm-houſe, with the Appurtenances, ſituate in, *&c.* aforeſaid, now or late in the Tenure of, *&c.* together with thoſe Lands at any Time known by the Name of, *&c.* and now divided into the ſeveral Parcels, *&c.* *All* which ſaid Lands, or the greateſt Part of them, then or then late were in the Poſſeſſion of the ſaid, *&c.* And alſo all thoſe Lands, Meadows

Meadows and Paſtures, called, &c. thentofore in the Poſſeſſion of, &c. and then or late of, &c. and purchaſed by, &c. of, &c. and adjoining to, &c. And alſo all Ways, Paſſages, Hedges, Hedge-rows, Woods, Underwoods, Commons, Waſtes, Rights, Privileges, Royalties, Fiſhings, Quit-rents, Profits, and other Appurtenances whatſoever to the ſaid Manor of, &c. and to the Meſſuages, Lands and Premiſſes aforeſaid, or any of them belonging, uſed, or appertaining, or at any Time thentofore accepted, reputed or taken, as Part, Parcel or Member thereof; And all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, which the ſaid S. W. then lately purchaſed to him and his Heirs of and from, &c. ſituate, lying and being in or near the Pariſhes, Towns, Villages, Hamlets, Precincts or Territories of, &c. aforeſaid, or in or near any or either of them in the ſaid County of, &c. (except as in the ſaid recited Indenture is mentioned to be excepted.) And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits, of all and ſingular the ſaid Manor and Premiſſes above-mentioned to be thereby granted, and of every Part and Parcel thereof, with the Appurtenances, *To hold* unto the ſaid R. W. his Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of 400 Years from thence next and immediately enſuing and following, fully to be compleat and ended, without Impeachment of or for any manner of Waſte, *At* and under the yearly Rent of a Pepper-corn; Which ſaid recited Indenture was, by a Proviſo or Condition therein contained

tained, made defeazible, on Payment by the ſaid S. W. unto the ſaid R. W. of the ſaid Sum of 1500 *l.* and Intereſt, at certain Days therein mentioned then to come, and now long ſince paſt; as in and by the ſaid recited Indenture may more at large appear. *And whereas* not only all the Intereſt of the ſaid 1500 *l.* hath been duly paid unto the Day of the Date hereof, but alſo the Sum of 300 *l.* in Part of the Principal Sum of 1500 *l.* ſo that there remains due to the ſaid R. W. on the ſaid recited Mortgage, the Sum of 1200 *l.* and no more. *Now this Indenture witneſſeth*, That the ſaid R. W. for and in Conſideration of the Sum of 1200 *l.* of, *&c.* to him in Hand paid by the ſaid E. F. (by and with the Conſent and Agreement of the ſaid S. W. teſtified by his being a Party hereto, and Sealing and Delivery hereof;) the Receipt of the ſaid Sum of 1200 *l.* he the ſaid R. W. doth hereby confeſs and acknowledge; he the ſaid R. W. with the like Conſent, and by the Direction and Appointment of the ſaid S. W. teſtified as aforeſaid, *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid E. F. *All* and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, to be granted in and by the ſaid recited Indenture, with their and every of their Appurtenances, together with the ſaid recited Indenture; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, as well in Equity as in Law, of him the ſaid R. W. of, in and to the ſaid Manors and Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances:

purtenances: *To have and to hold* all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid E. F. her Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term of 400 Years above recited which is yet to come and unexpired. *And* the ſaid R. W. doth by theſe Preſents, for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant and grant to and with the ſaid E. F. her Executors, Adminiſtrators and Aſſigns, That he the ſaid R. W. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Manors and Premiſſes hereby aſſigned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate or otherwiſe howſoever. *And this Indenture further witneſſeth*, That the ſaid S. W. for the Conſiderations aforeſaid, and for the better ſecuring the Repayment of the ſaid 1200 *l.* and Intereſt, and in Conſideration alſo of the Sum of 5 *s.* of, *&c.* to him in Hand paid by the ſaid E. F. the Receipt whereof is hereby acknowledged; he the ſaid S. W. *Hath* granted, bargained and ſold, releaſed, ratified and confirmed, and by theſe Preſents doth grant, *&c.* unto the ſaid E. F. *All* and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, as well in Equity as in Law, of him the ſaid S. W. of, in and to the ſaid Manor

nor and Premiſſes, and of, in and to every or any Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Manors and Premiſſes abovementioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid E. F. her Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 400 Years above recited, which is yet to come and unexpired, abſolutely freed and diſcharged of and from the Proviſo or Condition in the ſaid recited Indenture contained, and of and from all Benefit and Equity of Redemption by Virtue or Colour thereof, or otherwiſe howſoever. *Provided* always, and upon Condition, That if the ſaid S. W. his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid E. F. her Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 36 *l.* of, *&c.* in and upon the Day of, *&c.* next coming; and the further Sum of 1236 *l.* of like, *&c.* in and upon, *&c.* which will be in the year of our Lord, *&c.* without any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary, impoſed or to be impoſed by any Act or Acts of Parliament, or otherwiſe howſoever; That then, and at any Time thenceafter, ſhe the ſaid E. F. her Executors or Adminiſtrators, ſhall and will at the Requeſt, Coſts and Charges of the ſaid S. W. ſurrender, aſſign, or otherwiſe transfer, *All* and ſingular the ſaid Manors and Premiſſes, with the Appurtenances, unto the ſaid S. W. his Heirs and Aſſigns, or to whom he or they ſhall appoint, in ſuch Manner as by Counſel learned

learned in the Law ſhall be reaſonably adviſed, ſo as the Perſon or Perſons, who is or are to make ſuch Surrender or Aſſignment, be not compellable by Force of theſe Preſents to travel or go for the doing thereof, from the Place or Places of his or their reſpective Habitation, or Abode, at the Time of ſuch Requeſt, nor to enter into any further or more general Covenants than againſt her and themſelves reſpectively, and her and their reſpective Acts. *And* then alſo ſhe the ſaid E. F. her Executors, Adminiſtrators or Aſſigns, ſhall and will redeliver unto the ſaid S. W. his Heirs or Aſſigns, *All* and every the Deeds, Evidences and Writings in the Schedule hereto annexed mentioned and contained, ſafe, whole and uncancelled; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid S. W. doth by theſe Preſents, for himſelf, his Heirs and Aſſigns, covenant and grant to and with the ſaid E. F. her Executors, Adminiſtrators and Aſſigns, that he the ſaid S. W. his Heirs and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid E. F. her Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* in and upon the ſaid Day of, *&c.* next coming; and alſo the ſaid further full Sum of, *&c.* in and upon the ſaid, *&c.* which will be in the ſaid Year of our Lord, *&c.* without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents: *And alſo*, That ſhe the ſaid E. F. her Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, for and during all the reſt and Reſidue of the ſaid Term of 400 Years above recited,

recited, which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Manors and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid S. W. his Heirs and Aſſigns, and of all and every other Perſon or Perſons whatſoever. *And alſo*, That he the ſaid S. W. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Manors and Premiſſes above-mentioned, or any Part thereof, ſhall and will from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, *At* the Requeſt of the ſaid E. F. her Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting, conveying and aſſuring of all and ſingular the ſaid Manors and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid E. F. her Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 400 Years above-mentioned, which ſhall be then to come and unexpired, freed and diſcharged of and from the Proviſo or Condition herein contained, and all Benefit and Equity of Redemption by Virtue or Colour thereof, or otherwiſe howſoever; as by the ſaid E. F. her Executors, Adminiſtrators or Aſſigns, or her or their Counſel learned in the Law ſhall be rea-

ſonably deviſed, or adviſed and required. *And laſtly*; It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid S. W. his Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy, *All* and ſingular the ſaid Manors and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

An Aſſignment of a Mortgage of a Corporation Leaſe for 99 Years, if three Lives live ſo long, by Aſſignment from the Mortgagee, in Conſideration of what was due to him, and Confirmation by the Mortgagor in Conſideration of a further Sum.

THIS *Indenture Tripartite* made, *&c. Between* W. C. of, *&c.* of the firſt Part; J. T. of, *&c.* of the ſecond Part; and L. M. of, *&c.* of the third Part. *Whereas* N. L. late Mayor of, *&c.* for the Time being, S. B. S. S. and, *&c.* Aldermen of the ſaid Town and Borough, R. E. J. P. *&c.* Burgeſſes of the ſaid Borough, and Feoffees of the Guild-houſe, *alias* the Church-houſe, and certain other Meſſuages, Lands, Tenements and Hereditaments belonging to the ſaid Borough, commonly called Town-Lands, by their Indenture of

of Leaſe under the Hands and Seals duly executed, bearing Date, &c. for the Conſideration therein mentioned, *Did* demiſe, grant, and to Farm let unto one W. R. and W. W. *All* that Meſſuage, &c. ſituate, &c. *To be had and holden* unto the ſaid W. R. and W. W. their Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid recited Indenture, for and during the Term of 99 Years, and fully to be compleat and ended, if W. C. T. C. and H. C. Sons and Daughters of P. C. or any or either of them, ſhould ſo long happen to live, *At* and under the yearly Rent of, &c. And by and under ſeveral other Covenants, Conditions and Agreements in the ſaid recited Indenture contained; as in and by the ſame Indenture more at large may appear. *And whereas* the ſaid W. R. and W. W. by their Indenture bearing Date, &c. for the Conſiderations therein mentioned, *Did* demiſe, grant, bargain, ſell, aſſign and ſet over unto the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, *All* that the ſaid Meſſuage, &c. above-mentioned; together with all Ways, Waters, Eaſements, Profits, Commodities and Appurtenances to the ſaid Meſſuage and Premiſſes belonging, or in any wiſe appertaining; *To be had and holden* unto the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 99 Years, and fully to be compleat and ended, if they the ſaid W. C. T. C. and H. C. or any or either of them ſhould ſo long live, *At* and under the ſaid yearly Rent of, &c. payable at the Days and Times in the firſt recited Indenture expreſſed; as in and by the ſaid laſt recited Indenture more at large it doth and may appear.

And whereas in and by one Indenture bearing Date, &c. made between the ſaid W. C. of the one Part, and the ſaid J. T. of the other Part; [*Reciting therein to the Effect herein before recited.*] He the ſaid W. C. for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid J. T. *Did* grant, bargain, ſell, aſſign and ſet over unto the ſaid J. T. *All* and ſingular the ſaid Meſſuage and Premiſſes, with the Appurtenances above recited; And all the Eſtate, Right, Title, Claim and Demand whatſoever of him the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, of, in and to the ſaid Premiſſes, and every Part and Parcel thereof, with the Appurtenances; together with the ſaid recited Indentures of Leaſe, and Right of Surrendring, and Benefit of Renewal thereof; *To be had and holden* unto the ſaid J. T. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years, in and by the ſaid laſt recited Indenture granted and aſſigned, which were then to come and unexpired, *At* and under the Rents, Covenants and Agreements in the ſame Indenture contained; which ſaid recited Indenture was by a Proviſo or Condition therein contained made defeaſible, on Payment by the ſaid W. C. unto the ſaid J. T. of the Sum of, &c. and Intereſt, on a certain Day therein mentioned then to come and now paſt; as in and by the ſaid laſt recited Indenture may more fully appear. *And whereas* all the Intereſt of the ſaid, &c. hath been duly paid until the Day of the Date hereof, ſo that there now remains due on the ſaid recited Se-

curity the ſaid Principal Sum of, &c. and no more. *Now this Indenture witneſſeth*, That for and in Conſideration of the ſaid Sum of, &c. to the ſaid J. T. in Hand paid by the ſaid L. M. by and with the Conſent and Agreement of the ſaid W. C. teſtified by his being a Party to, and Sealing and Delivery of theſe Preſents; the Receipt of which ſaid Sum of, &c. the ſaid J. T. doth hereby confeſs and acknowledge: He the ſaid J. T. by the like Conſent and Agreement of the ſaid W. C. *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, &c. unto the ſaid L. M. *All* and ſingular the ſaid Meſſuage and Premiſſes above-mentioned to be granted and aſſigned, in the ſecond recited Indenture made from the ſaid W. R. and W. W. to the ſaid W. C. and every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, as well in Equity as in Law, of him the ſaid J. T. of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; together with the ſaid ſecond recited Indenture, and all other Deeds and Writings relating to the ſaid Premiſſes now in his Cuſtody or Poſſeſſion. *To have and to hold* the ſaid Meſſuage and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid L. M. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years above recited, which are yet to come and unexpired, clearly and abſolutely freed and diſcharged by the

the Conſent of the ſaid W. C. of and from the Proviſo or Condition in the laſt recited Indenture contained; and of and from all Benefit and Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever. *And* the ſaid J. T. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid L. M. his Executors, Adminiſtrators and Aſſigns, That he the ſaid J. T. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes above-mentioned, or any Part thereof, are, is ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And this Indenture further witneſſeth*, That the ſaid W. C. for the Conſiderations aforeſaid; and in Conſideration alſo of the Sum of, *&c.* of like, *&c.* to him in Hand alſo paid by the ſaid L. M. the Receipt of which ſaid Sum of, *&c.* he the ſaid W. C. doth likewiſe hereby confeſs and acknowledge; He the ſaid W. C. *Hath* granted, bargained and ſold, releaſed, ratified and confirmed, and by theſe Preſents doth grant, *&c.* *All* and ſingular the ſaid Meſſuage and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid W. C. of, in and to the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Meſſuage, and other the Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid L. M. his Executors, Ad-

miniſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years above recited which are yet to come and unexpired, determinable as aforeſaid. *Provided* always, and it is covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, That if the ſaid W. C. his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid L. M. his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next enſuing the Date hereof, without any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation bearing equal Date herewith, wherein the ſaid W. C. is and ſtandeth bound to the ſaid L. M. in the penal Sum of, *&c.* That then, and at any Time thenceafter, he the ſaid L. M. his Executors, Adminiſtrators or Aſſigns, ſhall and will, at the Requeſt, Coſts and Charges of the ſaid W. C. his Executors, Adminiſtrators or Aſſigns, ſurrender, aſſign, or otherwiſe transfer all and ſingular the Premiſſes above-mentioned, with the Appurtenances, and all his Eſtate, Term and Intereſt therein, unto the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, or to whom he or they ſhall direct or appoint, ſo as the Perſon or Perſons who is or are to make ſuch Surrender, Aſſignment, or other Aſſurance, be not compelled or compellable by Force of theſe Preſents to travel or go, for the Doing thereof, from the Place or Places of his or their reſpective Habitation or Abode at the Time of ſuch Requeſt to be made; nor to enter

ter into any further or more general Covenants than againſt him and themſelves reſpectively, and his and their reſpective Acts; any Thing herein contained to the contrary thereof notwithſtanding. *And* the ſaid W. C. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid L. M. his Executors, Adminiſtrators and Aſſigns, That he the ſaid W. C. his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid L. M. his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, *&c.* in and upon, *&c.* next enſuing the Date hereof, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid L. M. his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years (determinable as aforeſaid) which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Meſſuage and Premiſſes abovementioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid W. C. his Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever. *And further*, That he the ſaid W. C. his Executors and Adminiſtrators, and all and every other Perſon and Perſons, and his and their Executors and Adminiſtrators, any Thing having or

claiming in the ſaid Premiſſes above-mentioned to be hereby aſſigned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, upon the Requeſt of the ſaid L. M. his Executors or Adminiſtrators, make, do and execute, or cauſe or procure to be made, *&c. All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting and aſſuring of *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid L. M. *To* hold to him, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years above recited which ſhall be then to come and unexpired; as by the ſaid L. M. his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. [*Covenant for Mortgagor to enjoy till Default, as in the preceding Aſſignment.*] *In Witneſs*, &c.

An Aſſignment of a Mortgage, by Way of Releaſe, Aſſignment and Confirmation, made from the Mortgagor, and the Executors and Truſtees of the former Mortgagee.

This Indenture Tripartite made, *&c. Between* J. N. of, *&c.* of the firſt Part; M. B. of, *&c.* Widow, Relict and Executrix of the Laſt Will and Teſtament of S. B. late of, *&c.* deceaſed, R. B. Merchant, and T. W. Mercer, both alſo of, *&c.* (Overſeers appointed in and by the ſaid Laſt Will of the ſaid S. B.) and

and W. B. Gent', Son of the ſaid M. B. of the ſecond Part; and E. N. of, &c. of the third Part. *Whereas* in and by one Indenture bearing Date, &c. made between the ſaid J. N. of the one Part, and the ſaid M. B. R. B. W. B. and T. W. of the other Part; he the ſaid J. N. for and in Conſideration of the Sum of 300 *l.* of, &c. to him in Hand paid by the ſaid M. B. out of Part of the Perſonal Eſtate of the ſaid S. B. *Did* grant, bargain and ſell unto the ſaid M. B. R. B. W. B. and T. W. *All* that Manſion-houſe, &c. And alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid J. N. within the Pariſhes of, &c. in the ſaid County of, &c. And alſo all Houſes, Outhouſes, Edifices, Buildings, Lands, Tenements, Commons, Profits and Appurtenances whatſoever to the ſaid Premiſſes belonging, or in any wiſe appertaining; and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of the ſaid Premiſſes, and of every Part and Parcel thereof, with the Appurtenances; *To hold* unto the ſaid M. B. &c. their Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years thence next and immediately enſuing and following, and fully to be compleat and ended, *At* and under the yearly Rent of one Pepper-Corn: Which ſaid recited Indenture was by a Proviſo or Condition therein contained made defeaſible, on Payment by the ſaid J. N. unto the ſaid M. B. &c. of the Sum of 300 *l.* and Intereſt, on certain Days therein mentioned then to come, and now paſt, as in and by the ſaid recited Indenture may more fully appear. *And whereas* all the Intereſt of the

ſaid 300 *l.* hath been duly paid until the Day of the Date hereof, and likewiſe 100 *l.* in Part of the Principal Money; ſo that there now remains due on the ſaid recited Security the Sum of 200 *l.* and no more: *Now this Indenture witneſſeth*, That the ſaid J. N. for divers good Cauſes and Conſiderations him thereunto moving, *Hath* remiſed and releaſed, and by theſe Preſents doth remiſe, *&c.* unto the ſaid M. B. *&c.* their Executors, Adminiſtrators and Aſſigns, the Proviſo or Condition in the ſaid recited Indenture contained, and all Benefit and Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever; and alſo all Covenants, Clauſes and Agreements, in the ſame Indenture contained, which on the Part and Behalf of the ſaid M. B. *&c.* were to have been, or are or ought to be obſerved and performed. *And this Indenture further witneſſeth*, That for and in Conſideration of the Sum of 200 *l.* of, *&c.* to the ſaid M. B. in Hand paid by the ſaid E. N. by and with the Conſent and Agreement, as well of the ſaid J. N. as of the ſaid R. B. W. B. and T. W. teſtified by their being made Parties to, and Sealing and Delivery of theſe Preſents; The Receipt of which ſaid Sum of 200 *l.* ſhe the ſaid M. B. doth hereby confeſs and acknowledge; and the ſaid R. B. W. B. and T. W. in Purſuance and Part of Performance of the Truſt in them repoſed, in and by the Laſt Will and Teſtament of the ſaid S. B. deceaſed; and in Conſideration alſo of the Sum of 5 *s.* in Money, to them in Hand paid by the ſaid E. N. the Receipt whereof is hereby acknowledged; they the ſaid M. B. R. B. *&c.* by the like Conſent and Agreement

of

of the ſaid J. N. *Have*, and every and either of them *hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents do, and every and either of them doth bargain, *&c.* unto the ſaid E. N. *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, as well in Equity as in Law, of them the ſaid M. B. *&c.* of, in and to the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; Together with the ſaid recited Indenture, and all other Deeds and Writings relating to the ſaid Premiſſes now in their Cuſtody or Poſſeſſion: *To have and to hold* all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid E. N. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above recited, which is yet to come and unexpired, clearly and abſolutely freed and diſcharged by the Conſent of the ſaid J. N. of and from the Proviſo or Condition in the ſaid recited Indenture contained, and of and from all Benefit and Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever. *And* each of them the ſaid M. B. R. B. *&c.* for her and himſelf ſeverally and apart, and not jointly, and for his ſeveral Executors, Adminiſtrators and Aſſigns, doth covenant

covenant and grant to and with the ſaid E.N. his Executors, Adminiſtrators and Aſſigns, That they the ſaid M. B. *&c.* have not, nor any or either of them hath done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And this Indenture alſo further witneſſeth*, That the ſaid J. N. for the Conſiderations aforeſaid, and for the better ſecuring the Repayment of the ſaid Sum of 200*l.* with the Intereſt thereof; And in Conſideration alſo of the Sum of 5*s.* in Money to him the ſaid J. N. in Hand paid by the ſaid E. N. the Receipt whereof is hereby acknowledged: He the ſaid J. N. *Hath* granted, bargained and ſold, releaſed, ratified and confirmed, and by theſe Preſents doth grant, *&c.* unto the ſaid E. N. *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid J. N. of, in and to the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid E. N. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above-recited,

recited, which is yet to come and unexpired. *Provided* always, and it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, That if the ſaid J. N. his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid E. N. his Executors, Adminiſtrators or Aſſigns, the full Sum of 5 *l.* of, *&c.* in and upon, *&c.* next coming: And alſo the further full Sum of 205 *l.* of like, *&c.* in and upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; That then, and at any Time thenceafter, he the ſaid E. N. his Executors, Adminiſtrators or Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid J. N. his Heirs or Aſſigns, ſurrender, aſſign, or otherwiſe tranſfer, *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances; and all his Eſtate, Term and Intereſt therein, unto the ſaid J. N. his Heirs and Aſſigns, or to whom he or they ſhall direct and appoint, ſo as the Perſon or Perſons who is or are to make ſuch Surrender, Aſſignment, or other Aſſurance, be not compelled or compellable, by Force of theſe Preſents, to travel or go for the Doing thereof from the Place or Places of his or their reſpective Habitation or Abode at the Time of ſuch Requeſt to be made; nor to enter into any further or more general Covenants than againſt him and themſelves reſpectively, and his and their reſpective Acts; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid J. N. for himſelf, his Heirs and Aſſigns,

Aſſigns, doth covenant and grant to and with the ſaid E. N. his Executors, Adminiſtrators and Aſſigns, That he the ſaid J. N. his Heirs or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid E. N. his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 5 *l.* of, *&c.* in and upon the ſaid, *&c.* next coming; and alſo the ſaid further full Sum of 205 *l.* of like, *&c.* in and upon, *&c.* which will be in the ſaid Year of our Lord, *&c.* without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That the ſaid Term of 1000 Years hereby aſſigned is ſtill in Being and ſubſiſting, not ſurrendred, diſcharged, or otherwiſe avoided. *And alſo*, that he the ſaid E. N. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above recited, which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes abovementioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid J. N. his Heirs and Aſſigns, and of all and every other Perſon or Perſons whatſoever. *And further*, That he the ſaid J. N. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Meſſuages, Lands, Tenements and

Premiſſes

Premiſſes above-mentioned, or any Part thereof, ſhall and will from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, at the Requeſt of the ſaid E. N. his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting, conveying and aſſuring of all and ſingular the ſaid Meſſuages, Lands and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid E. N. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above-mentioned which ſhall be then to come and unexpired, freed and diſcharged of and from the Proviſo or Condition herein contained, and all Benefit and Equity of Redemption by Virtue or Colour thereof, or otherwiſe howſoever; as by the ſaid E. N. his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid J. N. his Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy, all and ſingular the ſaid Meſſuages and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances,

and

and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

An Aſſignment of a Mortgage of ſeveral Leaſes of Church Lands for 21 *Years, with Variety of ſpecial Recitals and Covenants.*

THis *Indenture Quadripartite* made, *&c. Between* J. P. of, *&c.* Gent', and J. L. of the ſame Place, Gent', of the firſt Part; Sir R. H. of, *&c.* Knt. of the ſecond Part; W. B. of, *&c.* (only Son of R. B. late of, *&c.* Merchant, deceaſed) and E. C. of, *&c.* (ſole Executor of the Laſt Will and Teſtament of the ſaid R. B.) of the third Part; and T. F. of, *&c.* and J. E. of, *&c.* of the fourth Part. *Whereas* the Right Reverend Father in God, S. Lord Biſhop of E. by his Indenture of Leaſe under his Hand and Seal bearing Date, *&c.* made between him the ſaid Lord Biſhop of E. of the one Part, and J. C. Citizen and Goldſmith of *London*, of the other Part; for and in Conſideration of the Surrender and yielding up of a former Leaſe of the Lands in the ſaid Indenture demiſed, bearing Date, *&c.* and made by the Right Reverend F. then Lord Biſhop of E. unto Sir W. R. Knt. *Did* demiſe, grant, and to Farm let unto the ſaid J. C. *All* thoſe Lands in, *&c.* abutting, *&c.* containing 200 Acres, *To hold* unto the ſaid J. C. his Executors, Adminiſtrators and Aſſigns, from the making of the ſaid Indenture, for and during and unto the full End and Term of 21 Years, from thence next enſuing, fully to be compleat and ended,

At and under the yearly Rent of, *&c.* for every Acre of the ſaid 200 Acres, amounting in the Whole to, *&c.* by quarterly Payments, clear of all Taxes whatſoever. *And whereas* the ſaid S. Lord Biſhop of E. by one other Indenture of Leaſe under his Hand, *&c.* [*Here recite two other Leaſes of Lands for* 21 *Years, as above.*] *And whereas* by one Indenture Quadripartite, bearing Date, *&c.* made between S. R. Relict and Adminiſtratrix of E. R. Eſq; deceaſed, of the firſt Part; the ſaid R. B. of the ſecond Part; the ſaid J. C. of the third Part; and W. H. Eſq; of the fourth Part; Reciting as is therein recited, for and in Conſideration of the Sum of 1100 *l.* of, *&c.* then due and agreed to be paid unto the ſaid R. B. And alſo in Conſideration of the further Sum of 700 *l.* of like Money paid by the ſaid W. H. unto the ſaid S. R. for the abſolute Purchaſe of the ſaid above recited Terms, Leaſes and Premiſſes, over and above the ſaid 1100 *l.* thereby ſecured to be paid unto the ſaid R. B. The ſaid S. R. and, by her Direction and Appointment, the ſaid J. C. and each of them, by and with the like Direction and Appointment of the ſaid W. H. *Did* aſſign unto the ſaid R. B. *All* and ſingular the ſaid ſeveral Pieces and Parcels of Ground, Lands and Premiſſes; *To hold* to him, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the aforeſaid ſeveral Terms of 21 Years, and 21 Years, and 21 Years, by the ſaid three ſeveral recited Indentures of Leaſe granted, under a Condition or Proviſo therein contained; That on Payment by the ſaid W. H. unto the ſaid R. B. of the Sum of 1166 *l.* of, *&c.* at ſeveral Days and Times

Times therein appointed, and now long ſince paſt; the ſaid R. B. ſhould, upon the Requeſt and at the Coſts and Charges in the Law of the ſaid W. H. aſſign the ſaid Premiſſes to him, or to ſuch other Perſon or Perſons as he ſhould appoint, diſcharged of all Incumbrances; as in and by the ſaid laſt Indenture may more fully appear. *And whereas* in and by one Indenture Tripartite, bearing Date, *&c.* made between the ſaid J. P. and J. L. of the firſt Part, the ſaid Sir R. H. of the ſecond Part, and the ſaid R. B. of the third Part, reciting therein in Effect as is herein before recited; and reciting alſo, That the ſaid Sum of 1166 *l.* or any Part thereof, was not paid unto the ſaid R. B. at or upon the reſpective Days and Times in the laſt above recited Indenture limited for Payment thereof; And that thereby the Eſtate of him the ſaid R. B. of, in and to the ſaid Premiſſes in Law, became abſolute; And that the ſaid J. P. and J. L. together with M. L. Gent', have ſince the Date of the laſt above recited Indenture bought and purchaſed of and from the ſaid W. H. *All* the Right, Title, Intereſt, Eſtate, and Equity of Redemption of him the ſaid W. H. of and in the ſaid Premiſſes; And that it was agreed, as well by and between the ſaid J. P. J. L. and M. L. as by the ſaid R. B. That the before-mentioned and recited Leaſes ſhould be renewed in the Name of the ſaid Sir R. H. *In Truſt*, as well for the ſaid J. P. J. L. and M. L. according to their reſpective Intereſts therein, as for the ſaid R. B. And that in Purſuance of ſuch Agreement, the ſaid Right Reverend Father in God, S. Lord Biſhop of E. by his Indenture of Leaſe under his

Hand and Seal, bearing Date, &c. made between him the ſaid Lord Biſhop of E. of the one Part, and the ſaid Sir R. H. of the other Part, as well for and in Conſideration of the Surrender of a former Leaſe, bearing Date, &c. made by the ſaid Reverend Father unto the ſaid J. C. as for other good Conſiderations, *Did* demiſe, grant, and to Farm let unto the ſaid Sir R. H. his Executors, Adminiſtrators and Aſſigns, *All* thoſe his Lands in, &c. *To have and to hold* unto the ſaid Sir R. H. his Executors, Adminiſtrators and Aſſigns, from the Making of the ſaid Indenture, for and during, and unto the full End and Term of 21 Years from thence next enſuing, and fully to be compleat and ended, *At* and under the yearly Rent of, &c. And reciting further, That the ſaid Reverend Father by one other Indenture under his Hand and Seal, bearing even Date with the laſt above-recited Indenture, in Conſideration of the Surrender of a former Leaſe, &c. *Did* demiſe, &c. *All*, &c. containing, &c. *To have and to hold*, &c. And reciting further, That the ſaid J. P. and J. L. were jointly intereſted in, and intitled unto, the ſaid two laſt above-recited Indentures of Leaſe, and all the Lands therein reſpectively mentioned and contained; and that the Name of the ſaid Sir R. H. was made Uſe of therein, *In Truſt* for them the ſaid J. P. and J. L. They the ſaid J. P. and J. L. for and in Conſideration of the Sum of 500 *l.* of, &c. to them well and truly paid by the ſaid R. B. they the ſaid J. P. and J. L. and the ſaid Sir R. H. by their Direction, *Did* bargain and ſell, aſſign and ſet over, unto the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, the ſaid ſeveral Pieces

and Parcels of Ground, Land, and all and ſingular other the Premiſſes in and by the ſaid two laſt above-recited Indentures of Leaſe ſeverally demiſed and granted unto the ſaid Sir R. H. by the ſaid Reverend Father as aforeſaid, and every Part and Parcel thereof, with their and every of their Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years then to come and unexpired, Benefit, Property, Claim and Demand whatſoever of them the ſaid J. P. J. L. and Sir R. H. or either of them, of, in or to the ſame, and every or any Part thereof; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues yearly, and other Profits, of all and ſingular the ſaid Premiſſes, and of every Part and Parcel thereof, together with the ſaid two ſeveral recited Indentures of Leaſe; *To be had and holden* unto the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, from thenceforth for and during *All* the Reſt, Reſidue and Remainder then to come and unexpired of the ſaid ſeveral Terms of 21 Years, and 21 Years, in and by the aboveſaid two ſeveral Indentures of Leaſe reſpectively demiſed and granted as aforeſaid; which ſaid recited Indenture was by a Proviſo or Condition therein contained made defeaſible, on Payment by the ſaid J. P. and J. L. unto the ſaid R. B. of the full Sum of 500 *l.* of, *&c.* with the lawful Intereſt thereof after the Rate of 6 *l. per Cent. per Annum*, at a certain Day therein mentioned then to come, and now long ſince paſt; as in and by the ſaid laſt recited Indenture may more fully appear. *And whereas* all the Intereſt of the ſaid Principal Sum of 500 *l.* hath been duly paid until the Day

Day of the Date of theſe Preſents; but the ſaid whole Principal Money remains yet unpaid and unſatisfied. *And whereas* the ſaid R. B. is ſince dead, but firſt, before his Death, made his Laſt Will and Teſtament in Writing, and thereof conſtituted and appointed the ſaid E. C. ſole Executor; but *In Truſt* only for the ſaid W. B. his Son, until he ſhould attain his Age of 21 Years, as by the ſaid Will may appear. *And whereas* the ſaid W. B. hath attained to his full Age of 21 Years, whereby he is intitled to his late Father R. B.'s Eſtate. *Now this Indenture witneſſeth*, That the ſaid J. P. and J. L. for divers good Cauſes and Conſiderations them thereunto in this Behalf eſpecially moving, *Have* remiſed and releaſed, and by theſe Preſents do remiſe, *&c.* unto the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, the Proviſo or Condition in the ſaid laſt recited Indenture contained, and all Benefit and Equity of Redemption of the ſaid Lands and Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever; And alſo all Covenants, Clauſes and Agreements in the ſame Indenture contained, on the Part and Behalf of the ſaid R. B. his Executors or Adminiſtrators, to be obſerved and performed. *And this Indenture further witneſſeth*, That for and in Conſideration of the Sum of 500 *l.* of, *&c.* to the ſaid W. B. in Hand paid by the ſaid T. E. and J. E. at the Requeſt, and by and with the Conſent and Agreement of the ſaid J. P. and J. L. teſtified by their being Parties to, and ſigning and ſealing of theſe Preſents; the Receipt whereof the ſaid W. B. doth hereby confeſs and acknowledge; And the ſaid E. C. in Purſuance and Performance of the Truſt in him repoſed as afore-

ſaid; And in Conſideration alſo of 5 *s.* of, *&c.* to him in Hand paid by them the ſaid T. E. and J. E. the Receipt whereof he doth hereby acknowledge; He the ſaid E. C. at the Requeſt, and by and with the Direction and Appointment as well of the ſaid W. B. as of the ſaid J. P. and J. L. *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid T. E. and J. E. *All* and ſingular the ſaid Lands, Tenements, Hereditaments and Premiſſes above-mentioned, to be granted or aſſigned in and by the ſaid two laſt recited Indentures unto the ſaid R. B. as aforeſaid, with their and every of their Appurtenances; And all Deeds and Writings relating to the ſaid Premiſſes, now in the Cuſtody or Poſſeſſion of them the ſaid E. C. and W. B. or either of them; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid E. C. of, in and to the ſame Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and ſingular the ſaid Lands and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral Terms of 21 Years, and 21 Years laſt above-recited, which are yet to come and unexpired. *And* the ſaid E. C. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, That he the ſaid E. C. hath not done or committed any Act, Matter or Thing whatſoever, where-

whereby or wherewith the ſaid Premiſſes hereby aſſigned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And* the ſaid W. B. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, That he the ſaid W. B. or the ſaid R. B. deceaſed, have not nor either of them hath done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes hereby aſſigned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And this Indenture further witneſſeth*, That the ſaid J. P. and J. L. for the better ſecuring the Repayment of the ſaid 500 *l.* of, *&c.* ſo paid as aforeſaid to the ſaid W. B. by the ſaid T. E. and J. E. with Intereſt therefore; they the ſaid J. P. and J. L. *Have*, and either of them *hath* granted, bargained and ſold, releaſed, ratified and confirmed, and by theſe Preſents do, and either of them doth grant, *&c.* unto the ſaid T. E. and J. E. *All* and ſingular the Lands, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Claim and Demand whatſoever, as well in Equity as in Law of them the ſaid J. P. and J. L. of, in and to the ſame Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the ſaid ſeveral recited Indentures; *To have and to hold* all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof,

with the Appurtenances, unto the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, for and during *All* the Reſt and Reſidue of the ſaid ſeveral Terms of 21 Years and 21 Years above-recited, which are yet to come and unexpired, clearly and abſolutely freed and diſcharged of and from the Proviſo or Condition in the ſaid laſt recited Indenture contained, and of and from all Equity and Power of Redemption by Virtue or Colour thereof, or otherwiſe howſoever. *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, That if the ſaid J. P. and J. L. or either of them, their or either of their Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid T. E. and J. E. their Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of 500 *l.* of, *&c.* with lawful Intereſt for the ſame, in and upon, *&c.* next coming, without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; That then, and at any Time thenceafter, they the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid J. P. and J. L. their Executors and Adminiſtrators, ſurrender, aſſign, or otherwiſe transfer, *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, and all their Eſtate, Term and Intereſt therein, unto the ſaid J. P. and J. L. their Executors, Adminiſtrators and Aſſigns, or to whom they ſhall direct or appoint, ſo as the Perſon or Perſons who is or are to make ſuch Surrender, Aſſignment, or other Aſſurance, by Force of theſe Preſents, be not com-

compelled or compellable to travel or go, for the Doing thereof, from the Place or Places of his or their reſpective Habitation or Abode, at the Time of ſuch Requeſt to be made; nor to enter into any further or more general Covenants than againſt him and themſelves reſpectively, and his and their reſpective Acts; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid J. P. and J. L. for themſelves, their Heirs, Executors and Adminiſtrators, do jointly covenant and grant to and with the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, That they the ſaid J. P. and J. L. their Heirs, Executors or Adminiſtrators, or ſome or one of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid T. E. and J. E. their Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of 500 *l.* of, *&c.* with lawful Intereſt for the ſame, in and upon, *&c.* next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That they the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, for and during all the Reſt and Reſidue of the ſaid ſeveral Terms above-recited which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of them the ſaid J. P. and J. L. their Executors, Adminiſtrators

ſtrators and Aſſigns, and all and every other Perſon and Perſons whatſoever. *And further*, That they the ſaid J. P. and J. L. their Executors and Adminiſtrators, and all and every other Perſon and Perſons, and his and their Executors and Adminiſtrators, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, at the Requeſt of the ſaid T. E. and J. E. their Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect granting and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, *To hold* to them, their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral Terms above-recited, which ſhall be then to come and unexpired, diſcharged of and from the Proviſo or Condition herein contained, and of all Equity of Redemption of the ſaid Premiſſes by Virtue or Colour thereof, or otherwiſe howſoever; as by the ſaid T. E. and J. E. their Executors, Adminiſtrators or Aſſigns, or their or either of their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *Provided* alſo, and it is hereby further agreed and declared by and between the ſaid Parties to theſe Preſents, That in Caſe the ſaid J. P. and J. L. their Executors, Adminiſtrators,

niſtrators, or Aſſigns, ſhall neglect, or upon Requeſt refuſe to renew his or their Eſtate, Term and Intereſt in the ſaid Premiſſes, or ſhall make any Failure in Payment of the ſaid Principal Money hereby ſecured, or the Intereſt thereof, or ſhall permit the ſaid yearly Rent above reſerved in and by the ſaid ſeveral recited Indentures of Leaſe, or any Part thereof, to be behind and unpaid, and thereby to ſuffer the Lord of the Fee of the ſaid Premiſſes to enter thereupon, or to bring or proſecute any Action or Suit for the ſame, or any Part thereof; *That* then, and in either of the ſaid Caſes, it ſhall and may be lawful to and for the ſaid T. E. and J. E. their Executors, Adminiſtrators and Aſſigns, or either of them, to pay off and diſcharge all ſuch Arrears as ſhall be ſo unpaid; and alſo to contract with the then preſent Lord of the ſaid Premiſſes for the Renewal of the ſaid Leaſes, and to pay the Fine or Conſideration for ſuch Renewal, and thereupon to ſurrender the ſaid recited Indentures of Leaſe into the Hands of the ſaid Reverend Father, and take a new Leaſe or Grant of the ſaid Premiſſes in the Name or Names of them the ſaid T. E. and J. E. their Executors, Adminiſtrators or Aſſigns, or in the Name of any other Perſon or Perſons, *In Truſt* for them for ſuch Terms and Number of Years as hath been uſually granted, or may be obtained: Which Leaſe or Leaſes ſo to be renewed and taken, ſhall not be redeemed or redeemable by them the ſaid J. P. and J. L. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, until he or they ſhall have fully paid and ſatisfied the ſaid T. E. and J. E. as well

well the Money by them paid for ſuch Renewal with the Intereſt thereof, and Charges thereabouts, as the ſaid 500 *l.* now lent, with all Intereſt due or to grow due therefore. (*A Covenant for* J. P. *and* J. L. *to enjoy the Premiſſes, until Default in Performance of Proviſo*). *In Witneſs*, &c.

An Aſſignment of a Mortgage of two Chattel Leaſes, determining one after another.

THIS *Indenture Tripartite*, made, *&c. Between J. S.* of, *&c.* of the firſt Part; *R. C.* of, *&c.* of the ſecond Part; and *M. M.* of, *&c.* of the third Part: *Whereas* in and by one Indenture of Leaſe bearing Date, *&c.* made or mentioned to be made between *J. H.* of, *&c.* and *P. H.* (his Brother) of, *&c.* of the one Part; and the ſaid *J. S.* of the other Part; They the ſaid *J. H.* and *P. H.* for the Conſiderations therein-mentioned, *Did* demiſe, grant, and to Farm let unto the ſaid *J. S. All* that Meſſuage, *&c.* and all Houſes, Gardens, *&c.* (except as in the ſaid recited Indenture is excepted) *To be had and holden* unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture, for and during the Term of 99 Years thence next enſuing, and fully to be compleat and ended, if the ſaid *J. S. &c.* or either of them, ſhould ſo long happen to live, *At* and under the yearly Rent of, *&c.* payable, *&c.* as in and by the ſaid recited Indenture (amongſt other Reſervations and Agreements therein contained) may more fully and at large appear. *And whereas* in and by one other Indenture of Leaſe bearing Date, *&c.* and made or mentioned

tioned to be made between the ſaid *P. H.* of the one Part, and the ſaid *J. S.* of the other Part; for the Conſiderations therein-mentioned, he the ſaid *P. H. Did* demiſe, grant, and to Farm let unto the ſaid *J. S. All* the before recited Meſſuage, Tenement, Hereditaments and Premiſſes, with the Appurtenances, (except as in the ſaid laſt recited Indenture is excepted) *To hold* the ſame (except as therein is excepted) unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, (immediately from and after the Determination of the ſaid recited Eſtate and Term of and in the ſaid Premiſſes granted by the ſaid firſt recited Indenture) for the further Term of 99 Years from thence next enſuing, and fully to be compleat and ended, if, *&c.* or either of them, ſhould ſo long happen to live, under the yearly Rent of, *&c.* payable, *&c.* as in and by the ſaid laſt recited Indenture, (amongſt other Reſervations, Agreements and Things therein contained) Relation being thereunto had, may more fully and at large appear. *And whereas* in and by one Indenture of Aſſignment bearing Date, *&c.* made between the ſaid *J. S.* (by the Name of *J. S.* of, *&c.*) of the one Part, and the ſaid *R. C.* of the other Part; he the ſaid *J. S.* for and in Conſideration of the Sum of 100 *l.* of, *&c.* therein-mentioned, to be paid to him by the ſaid *R. C.* and alſo for and in Conſideration of a further additional Sum of 50 *l.* of, *&c.* in and by a certain Memorandum or Indorſement on the Backſide of the ſaid laſt recited Indenture bearing Date, *&c.* mentioned to be paid to the ſaid *J. S.* by the ſaid *R. C.* for a further Supply of his Occaſions, the ſeveral Receipts of which ſaid ſeveral

veral Sums of 100*l.* and 50*l.* the ſaid *J. S.* did therein and thereby acknowledge; *Did* demiſe, grant, bargain, ſell, aſſign and ſet over unto the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, *All* that the Meſſuage, Tenement, Hereditaments and Premiſſes abovementioned, and every Part and Parcel thereof, with the Appurtenances; and all Lands and Hereditaments whatſoever demiſed, or mentioned to be demiſed or granted in and by the ſaid two ſeveral recited Indentures abovementioned, or either of them, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years then to come, Claim and Demand whatſoever, either in Law or Equity, of him the ſaid *J. S.* of, in and to all and ſingular the ſaid Premiſſes; together with the ſaid ſeveral recited Indentures, (under and liable nevertheleſs to the Rents, Reſervations, Covenants and Agreements in the ſaid recited Indentures of Leaſe ſeverally contained) *To hold* the ſaid Meſſuage, Tenement and Premiſſes, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid laſt recited Indenture, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years, in and by the ſaid firſt recited Indenture granted, then to come and unexpired therein; And from and after the Determination of that Term, for and during the ſaid Term of 99 Years granted in and by the ſaid ſecond recited Indenture of Leaſe as aforeſaid, under a Proviſo nevertheleſs in the laſt recited Indenture contained, That if the ſaid *J. S.* his Heirs, Executors

cutors or Adminiſtrators, did and ſhould well and truly pay, or cauſe to be paid, unto the ſaid *R. C.* his Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the Sum of 2 *l.* 10 *s.* of, *&c.* on, *&c.* then next coming; and the Sum of 102 *l.* 10 *s.* of like, *&c.* on, *&c.* which ſhould be and was in the Year of our Lord, *&c.* As alſo the ſaid additional Sum of 50 *l.* of, *&c.* with Intereſt for the ſame, after the Rent of 5 *l. per Cent. per Annum*, payable, *&c.* without any Deductions for any Parliamentary or other Taxes, Rates or Payments whatſoever; That then the ſaid recited Indenture, and every Grant, Article, and Thing therein contained, ſhould ceaſe and be void; as in and by the ſaid recited Indenture more at large appeareth. *And whereas* the ſaid *J. S.* hath not paid unto the ſaid *R. C.* the ſaid 100 *l.* Principal Money in the before recited Proviſo mentioned, at the Days and Times therein appointed and agreed on for Payment thereof, nor the ſaid additional Sum of 50 *l.* Neither hath he the ſaid *R. C.* been paid the ſame at any Time ſince, but the ſame remains hitherto wholly unſatisfied; by Reaſon and Means whereof the ſaid Premiſſes, for the Remainder of the ſaid ſeveral Terms of Years in the firſt and ſecond recited Indentures of Leaſe ſeverally granted, became forfeited unto, and is in Law abſolute in him the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns. *And whereas* all Intereſt for the ſaid ſeveral Sums of 100 *l.* and 50 *l.* Principal Money is paid and ſatisfied by the ſaid *J. S.* to the Day of the Date of theſe Preſents. *Now this Indenture witneſſeth*, That for and in Conſideration of the ſaid ſeveral Sums of 100 *l.* and 50 *l.* of, *&c.*

to

to the ſaid *R. C.* in Hand paid by the ſaid *M. M.* (by the Direction and Appointment of the ſaid *J. S.* teſtified by his being made a Party to, and ſigning and ſealing of theſe Preſents:) The Receipt of which ſaid ſeveral Sums of 100 *l.* and 50 *l.* he the ſaid *R. C.* doth hereby confeſs and acknowledge; As alſo for divers other good Cauſes and Conſiderations him the ſaid *R. C.* thereunto moving, he the ſaid *R. C.* (at the Inſtance and Requeſt, and by the ſpecial Direction and Appointment of the ſaid *J. S.* teſtified as aforeſaid) *Hath* bargained, ſold, aſſigned, transferred, and ſet over, and by theſe Preſents, for himſelf, his Heirs, Executors and Adminiſtrators, doth clearly and abſolutely bargain, *&c.* unto the ſaid *M. M.* her Executors, Adminiſtrators and Aſſigns, *All* that the ſaid Meſſuage, Tenement, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *R. C.* his Heirs, Executors or Adminiſtrators, of, in and to all and ſingular the ſaid Premiſſes, and of, in and to every Part and Parcel thereof, together with the ſaid ſeveral recited Indentures: *To have and to hold* the ſaid Meſſuage, Tenement and Premiſſes hereby aſſigned, or mentioned or intended to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *M. M.* her Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years, in and by the ſaid firſt

recited Indenture granted now to come and unexpired therein; and from and after the Determination of that Term for the ſaid Term of 99 Years granted in and by the ſaid laſt recited Indenture of Leaſe granted by the ſaid *P. H.* to the ſaid *J. S.* as aforeſaid. *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, and particularly by and between the ſaid *M. M.* and *J. S.* That if the ſaid *J. S.* his Heirs, Executors or Adminiſtrators, ſhall well and truly ſatisfy and pay, or cauſe to be paid, unto the ſaid *M. M.* her Executors, Adminiſtrators or Aſſigns, at or in her now Dwelling-houſe, ſituate, *&c.* the ſeveral Sums herein after mentioned; (that is to ſay) The Sum of 3 *l.* 15 *s.* of, *&c.* on, *&c.* next enſuing the Date hereof; and the Sum of 153 *l.* 15 *s.* more, of like, *&c.* on, *&c.* which will be in the Year of our Lord, *&c.* free from and without Deduction or Abatement for the ſame, or any Part thereof, for or by Reaſon or in Reſpect of any Manner of Parliamentary Taxes, or any other Rates or Taxes whatſoever; Then this Indenture, and every Thing herein contained, ſhall ceaſe and be void. *And* the ſaid *J. S.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant to and with the ſaid *M. M.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *J. S.* his Heirs, Executors or Adminiſtrators, or ſome or one of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *M. M.* her Executors, Adminiſtrators or Aſſigns, the ſaid ſeveral Sums of 3 *l.* 15 *s.* and 153 *l.* 15 *s.* in the Proviſo laſt mentioned,

on

on the ſeveral Days and Times, and at the Place therein appointed for Payment thereof, without any Deduction or Abatement whatſoever to be made for or by Reaſon of any Rate, Tax or Payment whatſoever to be rated, taxed, aſſeſſed or charged on the ſaid Premiſſes, or any Part thereof; or upon the ſaid Money or any Part thereof; or upon the ſaid *M. M.* her Executors or Adminiſtrators, for or by Reaſon of the ſaid Money, or any Part thereof, by any Act or Acts of Parliament, or by any Authority whatſoever, according to the true Intent and Meaning of theſe Preſents. *And* the ſaid *J. S.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *M. M.* her Executors, Adminiſtrators and Aſſigns, in Manner following; (that is to ſay) That he the ſaid *R. C.* at the Time of Sealing and Delivery of theſe Preſents, hath good Right, full Power and lawful Authority, to grant and aſſign the ſaid Premiſſes, and every Part thereof, unto the ſaid *M. M.* her Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid. *And alſo*, That it ſhall and may be lawful to and for the ſaid *M. M.* her Executors, Adminiſtrators and Aſſigns, from Time to Time during the Remainder of the ſaid ſeveral Terms before granted and aſſigned, (after Breach of the Proviſo before mentioned) *To hold*, uſe, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Premiſſes hereby aſſigned, without the Let, Interruption or Diſturbance of the ſaid *J. S.* and *R. C.* or either of them, or either of their Executors, Adminiſtrators or Aſſigns, or of any other Per-

ſon or Perſons whatſoever: *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, kept harmleſs and indemnified by the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, of and from all and all Manner of former and other Aſſignments, Gifts, Grants, Titles, Charges and Incumbrances whatſoever. *And* that they the ſaid *J. S.* and *R. C.* their Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons claiming or to claim the ſaid Premiſſes, or any Part thereof, ſhall and will from Time to Time, and at all Times, (after Breach of the Proviſo herein before contained) upon the reaſonable Requeſt of the ſaid *M. M.* her Executors, Adminiſtrators or Aſſigns, and at the proper Coſts and Charges in the Law of the ſaid *J. S.* his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, *All* and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices, Aſſurance and Aſſurances in the Law whatſoever, for the further, better, and more perfect aſſuring, ſure making, and granting of the ſaid Premiſſes, and every Part thereof, with the Appurtenances, unto the ſaid *M. M.* her Executors, Adminiſtrators and Aſſigns, during all the then Reſidue and Remainder of the ſaid ſeveral Terms in the ſaid ſeveral recited Indentures of Leaſe mentioned, clear of all Equity of Redemption; as by the ſaid *M. M.* her Executors, Adminiſtrators or Aſſigns, or her or their Counſel learned in the Law ſhall be rea-

ſonably deviſed, or adviſed and required. *And* the ſaid *R. C.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant and grant to and with the ſaid *M. M.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *R. C.* hath not made, done or committed, any Act, Matter or Thing whatſoever, whereby the ſaid Meſſuage and Premiſſes hereby aſſigned, or any Part thereof, is, are, or may be incumbred in Eſtate, Title, Charge, or otherwiſe howſoever. *And laſtly*, It is agreed and declared by and between the ſaid Parties to theſe Preſents, That until Breach of the Proviſo before-mentioned and no longer, it ſhall and may be lawful to and for the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, peaceably and quietly *To hold* and enjoy the ſaid Premiſſes, and every Part thereof, and to receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit, without any Account to be made or rendred for the ſame; and that without any the lawful Let, Suit, Hindrance or Diſturbance of her the ſaid *M. M.* her Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever claiming, or to claim, by, from or under her, them, or any or either of them; any Thing herein contained to the contrary thereof notwithſtanding. *In Witneſs*, &c.

An

An Aſſignment of an Aſſignment of a Mortgage *and* Bond.

THIS *Indenture Quadripartite* made, &c. *Between* J. M. of, &c. Widow, late Wife and Relict of L. M. of, &c. deceaſed, and L. M. Son of the ſaid L. M. deceaſed, (which ſaid J. M. and L. M. the Son are the ſole acting Executors of the ſaid L. M. the Father, deceaſed) of the firſt Part; E. W. of, &c. and J. T. of, &c. Executor of the laſt Will and Teſtament of E. T. late of, &c. deceaſed, of the ſecond Part; Sir J. B. of, &c. and A. B. of, &c. ſurviving Truſtees of the Right Honourable J. Lord F. late Baron of, &c. deceaſed, of the third Part; and Dame L. R. of, &c. Widow, Adminiſtratrix of the Goods and Chattels, as well of Sir J. R. Baronet, her late Husband deceaſed, as of the ſaid Sir J. R. Bart. her late Son deceaſed, and T. E. of, &c. Eſq; of the fourth Part: *Whereas*, &c. (Here recite a Bond from E. W. and E. T. to L. M. of 7000*l.* Penalty; And a Mortgage from the Lord F. to E. W.) *And whereas*, in and by one other Indenture bearing Date, &c. and made between the ſaid E. W. of the firſt Part; the ſaid J. T. by the Name of, &c. Executor of the laſt Will and Teſtament of E. T. of, &c. deceaſed, of the ſecond Part; and the ſaid L. M. deceaſed, in his Life-time, of the third Part; Reciting therein to the Effect herein before recited, and, &c. And reciting further, that the ſaid late Lord F. deceaſed, in his Life-time by his Bond or Writing, obligatory under his Hand and Seal, and by him duly executed, bearing Date, &c. became bound unto the ſaid E. T. in his Life-time in the pe-

nal Sum of, &c. conditioned for the Payment of, &c. on, &c. then next enſuing the Date thereof with lawful Intereſt for the ſame, as by the ſaid Bond might more fully appear; And that the ſaid, &c. ſo ſecured by the ſaid laſt mentioned Bond remained ſtill unpaid, and the ſaid J. T. was lawfully and rightfully entitled to the ſame, as Executor to the ſaid E. T. as aforeſaid; He the ſaid E. W. in Conſideration of the Premiſſes, and for the better and more effectual ſecuring the Repayment of the ſaid, &c. and Intereſt ſecured by Bond to the ſaid L. M. as aforeſaid; And as a Collateral Security for the ſame, did grant, bargain, ſell, aſſign, &c. unto the ſaid L. M. the ſaid Mortgage, &c. And the ſaid J. T. for the Conſiderations aforeſaid, did aſſign, transfer, and ſet over unto the ſaid L. M. his, &c. the ſaid Bond, &c. (as in the following Grant) *And whereas* the ſaid laſt recited Indenture, was by a Proviſo therein contained, made defeaſible on Payment to the ſaid L. M. his Executors, Adminiſtrators or Aſſigns of the ſaid Sum of, &c. and the Intereſt thereof at a Day therein mentioned then to come, and now paſt; As by the ſaid laſt recited Indenture may more fully appear: *And whereas* the ſaid, &c. with ſome Intereſt remains ſtill due and unpaid: *And whereas* the ſaid L. M. is ſince dead, having firſt before his Death made his laſt Will and Teſtament in Writing, bearing Date, &c. And thereof conſtituted and appointed the ſaid J. M. his Wife, L. M. his Son, and W. M. his Brother, Executors: *And whereas* the ſaid W. M. hath actually renounced the ſaid Executorſhip, and the ſaid J. M. and L. M. the Son alone proved the ſaid Will in the Prerogative

gative Court of *Canterbury*, on or about, &c. laſt paſt, as by the ſaid Will, and the Probate thereof may more fully appear: *Now this Indenture witneſſeth*, That the ſaid J. M. and L. M. the Son, for and in Conſideration of the Sum of 2000 *l.* of, &c. to them in Hand paid by the ſaid Dame L. R. by the Direction and Appointment as well of the ſaid E. W. and J. T. as of the ſaid Sir J. B. and A. B. teſtified by their being Parties to, and ſigning and ſealing of theſe Preſents; The Receipt of which ſaid Sum of 2000 *l.* They the ſaid J. M. and L. M. the Son do hereby reſpectively confeſs and acknowledge, which ſaid 2000 *l.* are hereby declared to be Part and Parcel of the perſonal Eſtates of the ſaid Sir J. R. and Sir J. R. And in Conſideration of the Sum of 5 *s.* of like, &c. to them the ſaid J. M. and L. M. the Son, in Hand paid by the ſaid T. E. They the ſaid J. M. and L. M. *Have*, and either of them hath granted, bargained, ſold, aſſigned, and ſet over; And by theſe Preſents do, and either of them doth grant, &c. unto the ſaid Dame L. R. and T. E. their Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Mortgage, and the ſaid Sum of, &c. thereby ſecured; And all the Eſtate, Right, Title, Intereſt, Truſt, Term of Years, Claim and Demand, whatſoever, both in Law and Equity, or otherwiſe, howſoever, which they the ſaid J. M. and L. M. the Son, or either of them in their, or either of their Right have or hath, or can, or may Claim, Challenge or Demand of, in or to the ſaid mortgaged Premiſſes, or of, in or to the ſaid Sum of, &c. ſo due, and owing to the ſaid J. M. and L. M. deceaſed, as fully, amply, and effectually to all

Intents, Conſtructions and Purpoſes whatſoever, as they the ſaid L. M. deceaſed, in his Life-time, or the ſaid J. M. and L. M. the Son, as Executors of the ſaid L. M. deceaſed, or either of them, might or could have or claim the ſame, by Virtue of the ſaid recited Indentures of Mortgage and Aſſignment, or otherwiſe howſoever. *And this Indenture further witneſſeth*, That the ſaid J. M. and L. M. the Son, for the Conſiderations aforeſaid, by and with the Conſent and Agreement as well of the ſaid J. T. as of the ſaid Sir J. B. and A. B. teſtified as aforeſaid, *Have*, and either of them hath likewiſe aſſigned, transferred, and ſet over; And by theſe Preſents do, and either of them doth aſſign, *&c.* unto the ſaid Dame L. R. and T. E. their Executors, Adminiſtrators and Aſſigns, to and for their own proper Uſe, and Behoof, the ſaid recited Bond or Obligation made by the ſaid Lord F. to the ſaid E. T. And all and every Sum and Sums of Money thereby due, or to be due and owing, or to be had and recovered thereupon. *And* for the better enabling the ſaid Dame L. R. and T. E. their Executors and Adminiſtrators, to recover and receive the ſame, They the ſaid J. M. and L. M. the Son do, and either of them doth hereby make, ordain, conſtitute and appoint the ſaid Dame L. R. and T. E. their Executors and Adminiſtrators, their true and lawful Attornies, in the Name of him the ſaid J. T. his Executors or Adminiſtrators, and in the Name or Names of the ſaid Executors of the ſaid E. T. (But to and for the only proper Uſe, and Behoof of them the ſaid Dame L. R. and T. E. their Executors, Adminiſtrators and Aſſigns) to ask, demand,

mand, ſue for, recover, levy and receive of, and from the ſaid Lord F. his Heirs, Executors or Adminiſtrators, or any of them, or any of his or their Truſtees of any Lands or Tenements conveyed to ſuch Truſtees for the Payment of the Debts of the ſaid Lord F. or any other Perſons whatſoever, liable to the Payment of the ſaid Debt, All ſuch Sum or Sums of Money as ſhall be due and payable, or to be had or recovered by Virtue of the ſaid laſt recited Bond, or Obligation: And to take all lawful Ways and Means for Recovery thereof; And Acquittances, and other ſufficient Diſcharges for the ſame, or any Part thereof, in the Name of them the ſaid J. M. and L. M. the Son, their Executors or Adminiſtrators, or in the Name or Names of the ſaid J. T. or of the Executors or Adminiſtrators of the ſaid E. T. to make, ſeal and deliver; And to do and execute all and every ſuch lawful Act and Acts whatſoever concerning the Premiſſes, as fully in every Reſpect, as they the ſaid J. M. and L. M. the Son, or either of them, their, or either of their Executors or Adminiſtrators, or the ſaid J. T. his Executors or Adminiſtrators, or the Executors or Adminiſtrators of the ſaid E. T. might or could do if perſonally preſent. *And* each of them the ſaid J. M. and L. M. the Son, for him and herſelf ſeverally and apart, and not jointly, and for his and her ſeveral Executors and Adminiſtrators, doth ſeverally covenant and grant to, and with the ſaid Dame L. R. and T. E. their Executors and Aſſigns, and the ſaid J. T. doth hereby agree and declare that the ſaid laſt recited Bond now is, and ſtandeth in full Force and Effect, and that

neither the ſaid L. M. deceaſed, in his Life-time, or they the ſaid J. M. and L. M. the Son, ſince his Death, or either of them, their or either of their Executors or Adminiſtrators have or hath releaſed or diſcharged, or ſhall or will at any Time hereafter releaſe or diſcharge the ſame, or receive or diſcharge the Monies, thereon due, or any Part thereof, without the Conſent of the ſaid Dame L. R. and T. E. their Executors or Adminiſtrators in Writing, firſt had and obtained: But that they the ſaid J. T. J. M. and L. M. the Son, their Executors and Adminiſtrators, ſhall and will do any farther, lawful and reaſonable Act or Acts, Thing or Things, for the better aſſigning and conveying the ſaid Obligation, and the Monies thereupon due or to become due to the ſaid Dame L. R. and T. E. their Executors, Adminiſtrators or Aſſigns; As by them or either of them, their or either of their Counſel ſhall be reaſonably deviſed or adviſed and required. *And alſo*, That they the ſaid J. M. and L. M. the Son, their Executors and Adminiſtrators, and all and every other Perſon or Perſons having or claiming, or that ſhall claim any Right, Title or Intereſt of, in or to the ſaid Sum of, *&c.* ſecured to the ſaid L. M. deceaſed, by the ſaid Mortgage and Aſſignment, and the Intereſt thereof, or to the mortgaged Premiſſes, or any Part or Parcel thereof, by, from or under them the ſaid L. M. deceaſed, or the ſaid J. M. and L. M. the Son, ſhall and will at any Time or Times hereafter upon the reaſonable Requeſt, and at the Coſts and Charges, in the Law of the ſaid Dame L. R. and T. E. their Executors, Adminiſtrators and Aſſigns, do, make, acknowledge, levy, ſuffer

ſuffer and execute, or cauſe to be made, &c. All and every ſuch further, and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better, and more perfect and abſolute aſſuring, ſure making and confirming the ſaid hereby bargained and aſſigned Premiſſes, and every Part and Parcel thereof, unto the ſaid Dame L. R. and T. E. their Executors, Adminiſtrators and Aſſigns, in ſuch Manner and Form, and by ſuch Ways and Means as by them the ſaid Dame L. R. and T. E. their Executors, Adminiſtrators or Aſſigns, or by their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed, and required. *Provided* always, and it is hereby declared and agreed to be the true Intent and Meaning of theſe Preſents, and of all the Parties thereunto, That if they the ſaid Sir J. B. and A. B. or either of them, their, or either of their Heirs, Executors and Adminiſtrators do, and ſhall well and truly pay, or cauſe to be paid, unto the ſaid Dame L. R. her Executors, Adminiſtrators or Aſſigns, upon or before, &c. next enſuing the Date hereof, the full Sum of, &c. without making any Deduction or Abatement thereout, or of any Part thereof, for or upon Account of Taxes, or otherwiſe howſoever, That then, and at any Time thenceafter the ſaid Dame L. R. and T. E. their Executors and Adminiſtrators, ſhall and will at the Requeſt, Coſts and Charges of the ſaid Sir J. B. and A. B. their Heirs and Aſſigns, ſurrender, aſſign, or otherwiſe transfer the ſaid mortgaged Premiſſes, and all their Eſtate and Intereſt therein to the ſaid Sir J. B. and A. B. their Heirs or Aſſigns,

ſigns, or to whom they ſhall appoint; And in ſuch Caſe alſo the Dame L. R. and T. E. ſhall deliver up to the ſaid Sir J. B. and A. B. their Heirs or Aſſigns, the ſaid recited Deed of Mortgage to the ſaid E. W. his Executors or Adminiſtrators, and the Aſſignment of the ſaid Mortgage to the ſaid L. M. deceaſed, and the ſaid Bond of the ſaid Lord F. to the ſaid J. T. any Thing herein contained to the contrary notwithſtanding. *And laſtly*, It is covenanted, granted, concluded and agreed upon by and between all the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That they the ſaid Sir J. B. and A. B. their Executors, Adminiſtrators and Aſſigns, ſhall and may until Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents, Iſſues and Profits thereof, to their own proper Uſe and Benefit; any Thing herein contained to the contrary in any wiſe notwithſtanding. *In Witneſs*, &c.

An Aſſignment of a Mortgage, Bond and Judgment, made as a further Security for a Sum of Money; where another Bond and Judgment are given and enter'd into to the Mortgagee.

THIS *Indenture* made, *&c. Between T. S.* of, *&c.* of the one Part; and *C. L.* of, *&c. J. E.* of, *&c. E. M.* of, *&c. T. M.* of, *&c.* and *J. C.* of, *&c.* (Executors of the laſt Will and Teſtament of *R. K.* late of, *&c.* deceaſed) of the other Part: *Whereas D. W.* of, *&c.* by Indenture, bearing Date, *&c.* made or mentioned,

tioned to be made between the ſaid *D. W.* of the one Part, and the ſaid *T. S.* of the other Part, did, for the Conſideration therein mentioned, grant, bargain, ſell, demiſe, ſet, and to Farm let, unto the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage, *&c. To hold* the Meſſuage, Lands, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, from thenceforth, for and during, and unto the full End and Term of 99 Years, then next enſuing; and fully to be compleat and ended; If ſhe the ſaid *D. W.* ſhould ſo long live, *At* and under the yearly Rent of one Pepper-Corn; Defeaſible nevertheleſs on Payment of the Sum of, *&c.* at a certain Day therein mentioned: *As* in and by the ſaid recited Indenture more fully and at large it doth and may appear. *And whereas* the ſaid *T. S.* in *Trinity* Term laſt paſt, did obtain one Judgment in his Majeſty's Court of *Common Pleas* at *Weſtminſter* againſt the ſaid *D. W.* for, *&c.* Debt, beſides Coſts of Suit, as by the Records thereof remaining in the ſaid Court may appear: *Which* ſaid Judgment ſo obtained as aforeſaid, was intended, and by him the ſaid *T. S.* declared, covenanted and agreed to be obtained for the better ſecuring the Payment of the ſaid Sum of, *&c.* at ſuch Days and Times as in and by the ſaid Proviſo, in the ſaid recited Indenture is mentioned; and for the obſerving, performing, paying, and keeping all and ſingular the Covenants, Grants, Articles, Clauſes, Payments, Conditions and Agreements whatſoever mentioned, and compriſed in the ſaid recited Indenture, which on the

the Part of the ſaid *D. W.* her Heirs, Executors, Adminiſtrators and Aſſigns, were or ought to be obſerved, performed, paid, fulfilled, and kept in all Things according to the true Intent and Meaning of the ſaid Indenture; As in and by certain Indentures of Defeazance, bearing Date, *&c.* and made or mentioned, to be made between the ſaid *T. S.* of the one Part, and the ſaid *D. W.* of the other Part, (Relation being thereunto had) may more fully, and at large appear. *And whereas J. C.* of, *&c.* in and by one Bond or Obligation, bearing Date, *&c.* is held and firmly bound unto the ſaid *T. S.* in the penal Sum of, *&c.* conditioned for the Payment of, *&c.* unto the ſaid *T. S.* his Executors, Adminiſtrators or Aſſigns on, *&c.* next enſuing the Date of the ſaid recited Obligation: *And whereas*, There is now remaining due and unpaid by and from the ſaid *J. C.* upon the ſaid recited Obligation, the Sum of, *&c.* Principal Money, together with Intereſt for the ſame from, *&c.* *As* in and by the ſaid recited Obligation, and the Endorſements thereupon written more fully may appear. *And whereas* the ſaid *T. S.* in and by one Obligation, bearing Date, *&c.* is held and firmly bound unto the ſaid *R. K.* in the penal Sum of, *&c.* conditioned for the Payment of, *&c.* unto the ſaid *R. K.* his Executors, Adminiſtrators or Aſſigns, on, *&c.* next enſuing the Date of the ſaid Obligation: *And whereas*, &c. (Here recite another Bond from *T. S.* to *R. K.*) *And whereas* the ſaid *R. K.* in *Michaelmas* Term laſt paſt obtained one Judgment in his Majeſty's Court of *Common Pleas* at *Weſtminſter*, againſt the ſaid *T. S.* for, *&c.* Debt, beſides Coſt of Suit, as by the Records thereof

thereof now remaining in the ſaid Court more fully, and at large may appear: *And whereas* the ſaid *R. K.* being dead, and upon an Account now made up and ſtated between the ſaid *C. L. J. E. &c.* (Executors of the ſaid *R. K.*) and the ſaid *T. S.* there is remaining due and unpaid by and from the ſaid *T. S.* upon the ſaid two laſt recited Obligations and Judgment, the Sum of 500 *l.* of, *&c.* and no more: *Now this Indenture witneſſeth*, That the ſaid *T. S.* for the better ſecuring of the ſaid Sum of 500 *l.* with lawful Intereſt for the ſame, unto the ſaid *C. L. J. E. E. M. T. M.* and *J. C.* their Executors, Adminiſtrators and Aſſigns, on the Days and Times, and in Manner and Form as is herein after mentioned and expreſſed; And for divers other good Cauſes and Conſiderations, him the ſaid *T. S.* thereunto eſpecially moving, *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid *C. L. J. E. &c.* their Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Leaſe, and all and ſingular the Meſſuages, Tenements, Lands and Premiſſes thereby demiſed or mentioned, or intended to be thereby demiſed, with their and every of their Appurtenances, and every Part and Parcel thereof; And alſo the ſaid firſt recited Judgment of, *&c.* And the Sum and Sums of Money, Profit, Benefit and Advantage whatſoever, That now is, or hereafter ſhall be obtained or gotten by Reaſon or Means of the ſame Judgment, or of any Execution or Extent thereof, or thereupon to be had, ſued, executed, or obtained; And alſo the ſaid firſt recited Obligation, and the Sum and Sums of Money therein

in mentioned; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years to come and unexpired, Property, Profit, Benefit, Advantage, Claim and Demand whatſoever of him the ſaid *T. S.* of, in or to the ſame Premiſſes, or any of them, or any Part or Parcel thereof: *To have and to hold* the ſaid Meſſuage or Tenement, Lands, Sum and Sums of Money, and all and ſingular other the Premiſſes hereby bargained, ſold or aſſigned, or mentioned, or intended to be hereby bargained, ſold or aſſigned, with their and every of their Appurtenances, unto them the ſaid *C. L. J. E. &c.* their Executors, Adminiſtrators and Aſſigns, in as full, large, ample and beneficial Manner to all Intents and Purpoſes, as the ſaid *T. S.* now may, might, or of Right ought to have and enjoy the ſame. *And* the ſaid *T. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *C. L. J. E. &c.* their Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, That for and notwithſtanding any Act, Matter or Thing, had, made, committed, ſuffered or done, or to be had, *&c.* by him the ſaid *T. S.* to the contrary, the ſaid firſt recited Indenture of Leaſe is a good, ſufficient and effectual Leaſe in the Law, of all and every the Premiſſes thereby demiſed; *And* that the ſame, together with the ſaid firſt recited Judgment and Obligation, are and ſtand, and each of them now is and ſtandeth, in full Force and Effect; the ſaid Indenture of Leaſe unforfeited and unſurrendred, and the ſaid Judgment and Obligation unreleaſed and undiſcharged. *And* the ſaid *T. S.* doth by theſe Preſents, make,

ordain, conſtitute and appoint the ſaid *C. L. &c.* to be his true and lawful Attornies for him, and in his Name, to ſue and proſecute the ſaid Judgment to Execution, and the ſaid Bond or Obligation to Judgment and Execution, or otherwiſe, againſt the ſeveral Perſons in them reſpectively concerned; And upon Satisfaction given, or any other End, Compoſition or Agreement made concering the Premiſſes, to acknowledge Satisfaction upon Record of the ſaid Judgment, and to releaſe and diſcharge the ſaid recited Obligation; And to make and do all and every other Act and Acts, Thing and Things whatſoever, as ſhall by them be found requiſite and needful to be done in and about the Premiſſes; ratifying, confirming and allowing all and whatſoever his ſaid Attornies, or the major Part of them, ſhall ſo lawfully do, or cauſe to be done, in the Premiſſes, by Virtue of theſe Preſents. *And alſo* the ſaid *T. S.* for himſelf, his Executors and Adminiſtrators, doth covenant and promiſe to and with the ſaid *C. L. J. E. &c.* their Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, That he the ſaid *T. S.* his Executors or Adminiſtrators, ſhall not, nor will at any Time hereafter, make, do, commit or ſuffer, any Act or Thing whereby to releaſe or make void the ſaid firſt recited Judgment and Obligation, and either of them, or any Action, Suit, Proceſs, Judgment or Execution, upon or by Virtue of them, or either them, commenced, ſued, had, obtained or executed, or to be commenced, ſued, had, obtained or executed by the ſaid *C. L. &c.* or either or any of them, their, or either or any

of

of their Executors, Adminiſtrators or Aſſigns, without the Conſent of the ſaid *C. L. &c.* or the major Part of them thereunto in Writing, under their Hands and Seals firſt had and obtained. *And further*, That he the ſaid *T. S.* his Executors and Adminiſtrators, and every of them, ſhall and will from Time to Time, and at all Times hereafter, at the Coſts and Charges of them the ſaid *C. L. J. E. &c.* maintain, juſtify, allow and confirm, all ſuch lawful Actions, Suits, Proceſs, Extents, Executions and Proceedings whatſoever, as ſhall be brought, ſued forth or proſecuted againſt the ſaid *D. W.* her Executors, Adminiſtrators and Aſſigns, upon or by Reaſon of the ſaid firſt recited Judgment, or againſt the ſaid *J. C.* his Executors, Adminiſtrators or Aſſigns, upon or by Reaſon of the ſaid firſt recited Obligation, or againſt their or either of their Lands or Tenements, Goods or Chattels; And that the ſaid *C. L. &c.* their Executors and Adminiſtrators, ſhall and may peaceably and quietly have, hold and enjoy, to their own Uſe and Uſes, all ſuch Benefit, Sum and Sums of Money, Lands, Tenements, Goods and Chattels, as by Virtue of the ſaid firſt recited Judgment and Obligation, or any Proceedings thereupon, ſhall be recovered, obtained or gotten, without the Let, Suit, Trouble or Interruption of him the ſaid *T. S.* his Executors or Adminiſtrators. *Provided* always, and upon Condition, That if the ſaid *T. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any or either of them, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *C. L. J. E. &c.* their Executors, Adminiſtrators and

Aſſigns, the full and juſt Sum of 500 *l.* of, &c. with lawful Intereſt for the ſame, after the Rate of 6 *l. per Cent. per Annum* in Manner following; That is to ſay, &c. Part thereof on, &c. next coming, and, &c. Reſidue thereof on, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement for Taxes, Charges or any Payments, either ordinary or extraordinary whatſoever; That then, and from thenceforth, it ſhall and may be lawful to and for the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, to receive and take the ſaid Indenture of Leaſe, and alſo the ſaid firſt recited Judgment and Obligation, and the Sum and Sums of Money thereupon due and payable to his and their own proper Uſe and Benefit, and from thenceforth theſe Preſents to be void; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *C. L. J. E.* &c. for themſelves, their Executors, Adminiſtrators and Aſſigns, do covenant, promiſe and grant, to and with the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, in Manner following; (that is to ſay) That if he the ſaid *T. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *C. L.* &c. their Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 500 *l.* of, &c. with lawful Intereſt for the ſame, after the Rate of 6 *l. per Cent.* on the Days and Times in the ſaid Proviſo above-mentioned, limited and appointed for the Payment thereof, according to the true Intent and Meaning of the ſame Proviſo, and of theſe Preſents; *That* then the ſaid two laſt recited Obligations, and the ſaid laſt recited Judg-

ment, for, &c. ſhall be void and of none Effect. *And* that then the ſaid *C. L. J. E.* &c. their Executors and Adminiſtrators, ſhall upon Requeſt, and at the proper Coſts and Charges of the ſaid *T. S.* his Heirs, Executors and Adminiſtrators, give a ſufficient Warrant to acknowledge Satisfaction upon Record of the ſaid Judgment, entred into by the ſaid *T. S.* to the ſaid *R. K.* deceaſed, as aforeſaid: And in the mean Time they the ſaid *C. L.* &c. their Executors and Adminiſtrators, or either or any of them, ſhall not ſue forth or proſecute any Manner of Writ or Writs, Action or Actions, Proſecution or Proceſs, upon the ſaid ſeveral and reſpective recited Obligations and Judgments, or either or any of them, againſt the ſaid *T. S.* or the ſaid *D. W.* their or either of their Heirs, Executors or Adminiſtrators, nor againſt their, or any or either of their Lands, Tenements, Goods or Chattels; Nor againſt any other Perſon or Perſons whatſoever, touching or concerning the ſame. But if Default ſhall be made of or in Payment of the ſaid Sum of 500 *l.* with lawful Intereſt, or any Part thereof, by ſuch Payments, Parts and Proportions, and at the Days and Times, as in the Proviſo above-mentioned is particularly ſpecified, contrary to the true Intent and Meaning of the ſaid Proviſo; That then, and at all Times, from and after ſuch Default ſo made in Part, or in the Whole, the ſaid *C. L.* &c. their Executors, Adminiſtrators or Aſſigns, ſhall and may take their and every of their due Courſe in Law upon the ſaid recited Obligations and Judgments in that Behalf provided. *In Witneſs*, &c.

A ſpe-

A ſpecial Aſſignment of Part of Mortgage Money, and Benefit of the Mortgage, where the whole Sum was borrowed of ſeveral Perſons, and the Mortgage made to two Friends, and they declare it to be, In Truſt *for the Perſons advancing the Money; with a Power to receive it of the Mortgagor, and Direction to the Truſtees to pay the ſame to the Aſſignees.*

THIS *Indenture* made, *&c. Between* T. W. of, *&c.* and J. his Wife, of the one Part; and R. C. of, *&c.* and G. P. of, *&c.* (Executors and Truſtees of W. J. late of, *&c.*) of the other Part. *Whereas*, &c. [*Here recite*, A Mortgage from J. H. to G. S. and W. T. and a Declaration, that the Mortgage was *In Truſt* for, *&c.* and that, *&c.* was the only proper Money of, *&c.* and that 200*l.* Part thereof, was the proper Monies of the ſaid J. *&c.* [*And recite the uſual Power to recover, in the* Declaration of Truſt, *to the End.*] *And whereas* the ſaid T. W. and J. his Wife, have, or one of them hath, received all the Intereſt of the ſaid 200*l.* ſecured to the ſaid J. by the above-recited Indentures; but the ſaid Principal Sum of 200*l.* remains ſtill unpaid and unſatisfied: *Now this Indenture witneſſeth*, That the ſaid T. W. and J. his Wife, for and in Conſideration of the Sum of 200*l.* of, *&c.* to them, or one of them in Hand paid by the ſaid R. C. and G. P. the Receipt whereof they the ſaid T. W. and J. his Wife do hereby confeſs and acknowledge; (Which ſaid 200*l.* are hereby declared to be Part and Parcel of the Perſonal Eſtate of the ſaid W. J.) They the ſaid T. W. and J. his Wife, *Have*, and either of them

hath granted, bargained and ſold, aſſigned and ſet over, and by theſe Preſents do, and either of them doth grant, &c. unto the ſaid R. C. and G. P. their Executors, Adminiſtrators and Aſſigns, the ſaid 200 *l.* ſecured to the ſaid J. in and by the ſaid recited Indentures above-mentioned, and the full Benefit and Effect of the ſaid Mortgage, and other Security for the ſame; And alſo all the Eſtate, Right, Title, Intereſt, Truſt, Term of Years, Claim and Demand whatſoever, both in Law and Equity, or otherwiſe howſoever, which they the ſaid T. W. and J. his Wife, or either of them, have or hath, or can or may claim, challenge or demand, of, in or to the ſaid mortgaged Premiſſes, or of, in or to the ſaid Sum of 200 *l.* due and owing by the ſaid J. H. on the ſaid Mortgage to the ſaid G. S. and W. T. *in Truſt* as aforeſaid, as fully, amply and effectually, to all Intents, Conſtructions and Purpoſes whatſoever, as they the ſaid T. W. and J. his Wife, or either of them, might or could have or claim the ſame, by Virtue of the ſaid recited Indenture of Mortgage and the Declaration of Truſt, or other Security laſt above-recited, or otherwiſe howſoever. *And* for the better enabling the ſaid R. C. and G. P. their Executors and Adminiſtrators, to recover and receive the ſaid 200 *l.* with the Intereſt thereof; they the ſaid T. W. and J. his Wife, do, and either of them doth hereby make, ordain, conſtitute and appoint the ſaid R. C. and G. P. their Executors and Adminiſtrators, their true and lawful Attornies irrevocable in the Name or Names of them the ſaid T. W. and J. his Wife, or either of them, or in the Names of the ſaid G. S.

and

and W. T. or either of them, their or either of their Executors or Adminiſtrators, (but to and for the only proper Uſe and Benefit of them the ſaid R. C. and G. P. their Executors, Adminiſtrators and Aſſigns) to ask, demand, ſue for, recover and receive of and from the ſaid J. H. his Heirs, Executors or Adminiſtrators, the ſaid Sum of 200 *l.* with all Intereſt from henceforth to grow due therefore and payable, or to be had or recovered by Virtue of the ſaid recited Mortgage and Declaration of Truſt, and to take all lawful Ways and Means for Recovery thereof; and on Receipt thereof, Acquittances and other ſufficient Diſcharges for the ſame, or any Part thereof, in the Name of them the ſaid T. W. and J. his Wife, their Executors or Adminiſtrators, to make, ſeal and deliver, and to do and execute all and every ſuch lawful Act and Acts whatſoever concerning the Premiſſes, as fully in every Reſpect as they the ſaid T. W. and J. his Wife, their Executors or Adminiſtrators, might or could do, if perſonally preſent. *And* the ſaid T. W. and J. his Wife, for the Conſiderations aforeſaid; and for the yet better enabling them the ſaid R. C. and G. P. their Executors and Adminiſtrators, to recover and receive the ſaid 200 *l.* with the Intereſt thereof, they the ſaid T. W. and J. his Wife, do hereby direct and appoint the ſaid G. S. and W. T. and either of them, their and either of their Heirs, Executors and Adminiſtrators, not only to pay, or cauſe to be paid unto, but do alſo hereby authorize and appoint the ſaid R. C. and G. P. their Executors and Adminiſtrators, to receive the Parts, Proportions and Share of them the ſaid T. W.

and J. his Wife, of and in all ſuch Sum or Sums of Money as ſhall from Time to Time, or at any Time, come to the Hands of them the ſaid G. S. and W. T. or either of them, or be received by them on the ſaid recited Mortgage from the ſaid J. H. for the only proper Uſe and Benefit of them the ſaid R. C. and G. P. their Executors, Adminiſtrators and Aſſigns; and in Caſe of Non-payment thereof, or of any Part thereof, to call them and either of them to Account for the ſame; and on Receipt thereof, to releaſe and diſcharge the ſame; and to do and execute all and every lawful and reaſonable Act and Acts, Thing and Things whatſoever, for the receiving and recovering of the ſaid 200 *l.* and Intereſt, or ſo much thereof as ſhall be by them received of the ſaid J. H. his Heirs, Executors or Adminiſtrators, and for the Releaſing and Diſcharging of the ſame as fully and effectually in every Reſpect as they the ſaid T. W. and J. his Wife, their Executors or Adminiſtrators, might or could do by Virtue of the ſaid recited Mortgage made to the ſaid G. S. and W. T. *in Truſt* for the ſaid J. as aforeſaid, and of the ſaid Declaration of Truſt, or other Security, made by the ſaid G. S. and W. T. to the ſaid J. as aforeſaid, or otherwiſe howſoever. *In Witneſs*, &c.

[*To this Precedent might be added*, A Covenant, that T. W. and J. his Wife, have not received or otherwiſe diſcharged the 200 *l.* by Virtue of the Declaration of Truſt, or otherwiſe; but that the ſame remains ſtill due and unpaid.]

A ſpecial

A ſpecial Aſſignment of a Mortgage for Term of Years, and of a Mortgage in Fee, to three ſeveral Perſons, who furniſh two of them 1000*l. each, and the other* 500 l. *with a Proviſo and Covenants to pay it to them, with Intereſt ſeverally,* (1000 l. *whereof is to Truſtees, to be applied according to Marriage Articles*) *and a Covenant to levy a Fine, and that there ſhall be no Benefit of Survivorſhip,* &c.

THIS Indenture Quinquepartite, made, *&c. Between* M. H. of, *&c.* and M. his Wife, and A. H. Widow, (Mother of the ſaid M.H.) of the firſt Part; D. H. of, *&c.* of the ſecond Part; J. S. of, *&c.* of the third Part; J. R. of, *&c.* R. B. of, *&c.* W. B. of, *&c.* and T. E. of, *&c.* of the fourth Part; and W. S. of, *&c.* of the fifth Part. *Whereas* the ſaid M. H. having Occaſion of the Sum of 1200 *l.* of, *&c.* borrowed and took up the ſame of the ſaid D. H. And for ſecuring the Repayment thereof with Intereſt, *Did* in and by his Indenture of Mortgage under his Hand and Seal, bearing Date, *&c.* made between him the ſaid M. H. of the one Part; and the ſaid D. H. by the Name of D. H. of, *&c.* of the other Part; for the Conſiderations therein mentioned, grant, bargain, ſell and demiſe unto the ſaid D. H. his Executors, Adminiſtrators and Aſſigns, *All* that Capital Meſſuage, *&c.* Together with all Common and Commons of Paſture, Feedings, Ways, Eaſements, Waters, Fiſh-ponds, Trees, Woods, Underwoods, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, of *All* and ſingular the ſaid Premiſſes, with their Appurtenances, and

of every Part and Parcel thereof; And of all the Rents and Profits thereunto incident and belonging: *To be had and holden* unto the ſaid D. H. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 2000 Years from thence next and immediately enſuing and following, fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; *At* and under the yearly Rent of a Pepper-Corn: In which ſaid recited Indenture of Mortgage there is contained, a Proviſo or Condition for making the ſame void by Payment of the Sum of, *&c.* on, *&c.* then next enſuing the Date thereof; and the further full Sum of, *&c.* on, *&c.* which would be in the Year of our Lord, *&c.* as in and by the ſaid recited Indenture (amongſt other Things) may more fully appear. *And whereas*, &c. [*Here recite another Security by Mortgage in Fee from M. H.* &c. *to D. H. for* 800 l. *more.*] *And whereas* all the Intereſt of the ſaid 2000 *l.* is fully paid and ſatisfied until the Day of the Date hereof; but the ſaid Principal Sum of 2000 *l.* remains wholly unpaid and unſatisfied: *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of 1000 *l.* of, *&c.* to the ſaid D. H. in Hand paid by the ſaid J. S. by and with the Conſent and Agreement of the ſaid M. H. teſtified by his joining herein, and Sealing and Delivery hereof, the Receipt whereof he the ſaid D. H. doth hereby confeſs and acknowledge; And in Conſideration alſo of the Sum of 1000 *l.* more of like, *&c.* to the ſaid D. H. in Hand paid by the ſaid R. B. W. B. and T. E. by and with the Conſent and Agreement, as well of the ſaid J. R. as of the ſaid M. H. teſtified as aforeſaid

ſaid, being Money depoſited in the Hands of the ſaid R. B. W. B. and T. E. upon the Marriage of the ſaid J. R. with M. his late Wife, deceaſed, who was Daughter of S. B. late of, &c. alſo deceaſed, to be applied according to certain Articles made on the Contract of the ſaid Marriage, bearing Date, &c. and made between, &c.) The Receipt of which laſt mentioned Sum of 1000 *l.* he the ſaid D. H. doth hereby alſo confeſs and acknowledge; And in Conſideration of the Sum of 500 *l.* of like, &c. to the ſaid M. H. M. his Wife, and A. H. in Hand paid by the ſaid W. S. the Receipt whereof they do hereby confeſs and acknowledge: He the ſaid D. H. by and with the Conſent, Direction and Appointment of the ſaid M. H. teſtified as aforeſaid; and they the ſaid M. H. M. his Wife, and A. H. *Have*, and every and either of them hath granted, bargained and ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and every or either of them doth grant, &c. unto the ſaid J. S. R. B. W. B. T. E. and W. S. (in their actual Poſſeſſion now being of the ſaid ſeveral Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, by Virtue of a Bargain and Sale to them thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for *Transferring of Uſes into Poſſeſſion*) and to their Heirs and Aſſigns for ever, *All* and ſingular the ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances; And alſo the Rever-

Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of them the ſaid D. H. M. H. M. his Wife, and A. H. and of every and either of them, of, in and to all and ſingular the ſaid Premiſſes above-mentioned, and of, in and to every or any Part or Parcel thereof, with the Appurtenances; And alſo all Deeds, Evidences and Writings, touching or concerning the ſaid Premiſſes above-mentioned, or any Part thereof, now in their or either of their Cuſtody or Power: *To have and to hold* all and ſingular the ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns, *To* the only proper Uſe and Behoof of them the ſaid J. S. R. B. *&c.* and their Heirs and Aſſigns for ever. *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, That if the ſaid M. H. his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid J. S. his Executors, Adminiſtrators or Aſſigns, the full Sum of 30 *l.* of, *&c.* in and upon, *&c.* next coming; And alſo the further full Sum of 1030 *l.* of like, *&c.* in and upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary, already impoſed, or hereafter to

be

be impoſed; And alſo if the ſaid M. H. his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid R. B. W. B. and T. E. their Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 30 *l.* of, *&c.* in and upon the ſaid, *&c.* next coming, and alſo the further full Sum of 1030 *l.* of like, *&c.* in and upon the ſaid, *&c.* which will be in the ſaid Year of our Lord, *&c.* without any Deduction as aforeſaid, for any Thing already impoſed, or hereafter to be impoſed, *To* be by them applied purſuant and according to the ſaid Articles made on the ſaid Marriage of the ſaid J. R. with the ſaid M. his late Wife, deceaſed; And alſo if the ſaid M. H. his Heirs and Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid W. S. his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 15 *l.* of, *&c.* in and upon the ſaid, *&c.* next coming, and alſo the further full Sum of 515 *l.* of like, *&c.* in and upon the ſaid, *&c.* which will be in the ſaid Year of our Lord, *&c.* without any Deduction as aforeſaid: That then they the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs, Executors and Adminiſtrators, ſhall and will at the Requeſt, Coſts and Charges of the ſaid M. H. his Heirs and Aſſigns, reconvey or transfer the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid M. H. his Heirs and Aſſigns, or to whom he or they ſhall direct or appoint; ſo as the Perſon or Perſons who is or are to make ſuch Reconveyance or other Aſſurance, by Virtue of theſe Preſents, be not compelled or compellable to travel or go, for the Doing thereof, from the Place or Places of his or their reſpective Habitation or Abode at the

the Time of ſuch Requeſt to be made; nor to enter into any further or more general Covenants than againſt him and themſelves reſpectively, and againſt his and their reſpective Acts; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid D. H. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid J. S. R. B. W. B. T. E. and W. S. their Executors, Adminiſtrators and Aſſigns, That he the ſaid D. H. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And* the ſaid M. H. doth for himſelf, his Heirs and Aſſigns, covenant and grant to and with the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, That he the ſaid M. H. his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid J. S. his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 30 *l.* of, *&c.* in and upon the ſaid, *&c.* next coming; And alſo the ſaid further full Sum of 1030 *l.* of like, *&c.* in and upon the ſaid, *&c.* which will be in the ſaid Year of our Lord, *&c.* without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* the ſaid M. H. doth for himſelf, his Heirs and Aſſigns, covenant and grant to and with the ſaid R. B. W. B. and T. E. their Executors, Adminiſtrators and Aſſigns, That he the ſaid M. H. his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid R. B. *&c.* their Executors, Adminiſtrators and Aſ-

ſigns,

ſigns, the ſaid Sum of 30*l.* of, &c. in and upon the ſaid, &c. next coming; And alſo the ſaid further full Sum of 1030*l.* of like, &c. in and upon the ſaid, &c. which will be in the ſaid Year of our Lord, &c. without any Deduction whatſoever, to be by them applied, according to the ſaid Articles made on the Marriage of the ſaid J. R. with M. his ſaid late Wife, deceaſed, and according to the true Intent and Meaning of theſe Preſents. *And* the ſaid M. H. doth for himſelf, his Heirs and Aſſigns, covenant and grant to and with the ſaid W. S. his Executors, Adminiſtrators and Aſſigns, That he the ſaid M. H. his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid W. S. his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 15*l.* of, &c. in and upon the ſaid, &c. next coming; And alſo the ſaid further full Sum of 515*l.* of like, &c. in and upon the ſaid, &c. which will be in the ſaid Year of our Lord, &c. without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* the ſaid M. H. doth for himſelf, his Heirs and Aſſigns, covenant and grant to and with the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns, That they the ſaid M. H. M. his Wife, A. H. and D. H. have, or ſome or one of them hath good Right, full Power, and lawful Authority, in their or one of their own Rights or Right, to grant and releaſe *All* and ſingular the ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns, in Man-

Manner and Form aforeſaid (except as is herein after excepted). *And* alſo, That they the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Capital Meſſuage and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid M. H. his Heirs and Aſſigns, and of all and every other Perſon or Perſons whatſoever lawfully claiming, or to claim, by, from or under him, them, or any of them (except as is herein after excepted): *And* that freed and diſcharged of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Intails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever; (except one Indenture, *&c.*) *And alſo*, That they the ſaid M. H. M. his Wife, and A. H. and their Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Per-

formance of the ſaid Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, &c. *All* and every ſuch further and other lawful and reaſonable Grants, Acts, and Aſſurances in the Law whatſoever, for the further, better, and more perfect Granting and Aſſuring of *All* and ſingular the ſaid Capital Meſſuage and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns, *To* the only proper Uſe and Behoof of them the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns for ever, abſolutely freed and diſcharged of and from the Proviſo or Condition herein contained, and of and from all Equity of Redemption by Virtue or Colour thereof, according to the true Intent and Meaning of theſe Preſents; as by the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs or Aſſigns, or their or either of their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And* each of them the ſaid M. H. and A. H. for him and herſelf, and his her Heirs and Aſſigns, doth covenant and grant to and with the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns, and the ſaid M. Wife of the ſaid M. H. doth hereby conſent and agree, That they the ſaid M. H. and M. his Wife, and A. H. ſhall and will before the End of *Michaelmas* Term next coming, in due Form of Law acknowledge and levy before the King's Majeſty's Juſtices of the Court of *Common Pleas* at *Weſtminſter*, one Fine *Sur Conuſance de Droit come ceo*, &c. with Proclamations to be thereupon had, according to

the

the Form of the Statute in that Caſe made and provided, of *All* and ſingular the ſaid Capital Meſſuage and Premiſſes above-mentioned, with the Appurtenances, by ſuch Name and Names, Quantities, Qualities, and Number of Meſſuages, Acres and Things, as by the ſaid J. S. R. B. W. B. T. E. and W. S. or their or either of their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required: Which ſaid Fine ſo to be had and levied in Manner aforeſaid, and all and every other Fine and Fines, Recovery and Recoveries, Conveyance and Conveyances already had, made and executed, or at any Time hereafter to be had, levied, ſued or proſecuted, of the ſaid Premiſſes, or any Part thereof, ſhall be and enure, and ſhall be adjudged, eſteemed, and taken to be and enure to the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns, To and for the only proper Uſe and Behoof of them the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns for ever; ſubject nevertheleſs to the Proviſo or Condition herein contained. *And* the ſaid A. H. for herſelf, her Heirs and Aſſigns, doth covenant and grant to and with the ſaid J. S. R. B. W. B. T. E. and W. S. their Heirs and Aſſigns, That they the ſaid J. S. *&c.* their Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Capital Meſſuage and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation,

Interruption and Denial of her the ſaid A. S. her Heirs and Aſſigns; and of all and every other Perſon or Perſons whatſoever, lawfully claiming, or to claim, by, from or under her, them, or any of them. *And* it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid M. H. his Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy, all and ſingular the ſaid Capital Meſſuage and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: *And laſtly*, It is agreed and declared, by and between the ſaid J. S. R. B. W. B. T. E. and W. S. That in Caſe any or either of them, the ſaid J. S. *&c.* ſhall happen to die before the Performance of the Proviſo or Condition herein contained, That then the Survivors or Survivor of them, or the Heirs of ſuch Survivor ſhall not, nor will take any Advantage of, or by ſuch Survivorſhip; And that the Executors or Adminiſtrators of each, and either of them, ſo dying, ſhall have the like Benefit and Advantage of the Security hereby made, as the Party or Parties, ſo dying, might have if they were ſtill living. *In Witneſs*, &c.

A Mortgage in Fee transferred or renewed, on borrowing more Money; with Recital of the Mortgage in Fee, and an Aſſignment thereof, &c. in Truſt; And Proviſo, if the Mortgagor pays the Money at the Time limited, the Mortgagee to reconvey.

THIS *Indenture* made, *&c. Between C. W.* of, *&c.* of the one Part; and *H. W.* of, *&c.* of the other Part. *Whereas* in and by certain Indentures of Leaſe and Releaſe, bearing Date, *&c.* made between the ſaid *C. W.* of the one Part, and *H. W.* and *W. W.* of, *&c.* (ſince deceaſed) of the other Part; The ſaid *C. W.* for, and in Conſideration of the Sum of, *&c.* to her in Hand paid by the ſaid *H. W.* and of 5 *s.* to her likewiſe paid by the ſaid *W. W.* did grant, bargain and ſell, unto the ſaid *H. W.* and *W. W.* and to their Heirs and Aſſigns for ever, *All* that Meſſuage, *&c. To hold* unto the ſaid *H. W.* and *W. W.* their Heirs and Aſſigns; To the only proper Uſe of the ſaid *H. W.* and *W. W.* their Heirs and Aſſigns for ever; *In Truſt*, nevertheleſs, for the ſaid *H. W.* his Heirs, Executors and Adminiſtrators, which ſaid recited Indenture was, by a Proviſo or Condition therein contained, made defeaſible, on Payment to the ſaid *H. W.* of the Sum of, *&c.* in and upon, *&c.* then next coming. *And whereas* in and by one other Indenture, bearing Date, *&c.* and made between the ſaid *C. W.* of the one Part, and the ſaid *H. W.* and *W. W.* of the other Part, Reciting therein, in Effect, as is herein before recited; And reciting alſo, that all the Intereſt of the ſaid, *&c.* had been duly paid, until the Day of the Date thereof, but the

the ſaid whole principal Sum of, &c. remained then unpaid and unſatisfied; The ſaid *C. W.* for and in Conſideration of the further Sum of, &c. to her in Hand paid by the ſaid *H. W.* She the ſaid *C. W.* did remiſe and releaſe unto the ſaid *H. W.* and *W. W.* their Heirs and Aſſigns, the Proviſo or Condition in the ſaid firſt recited Indenture contained; And all Benefit and Equity of Redemption of the ſaid Premiſſes, by Virtue or Colour thereof; And alſo all Covenants, Clauſes and Agreements, in the ſame Indenture contained, which by and on the Part and Behalf of the ſaid *H. W.* and *W. W.* their Executors, Adminiſtrators or Aſſigns, were or ought to be obſerved: And ſhe the ſaid *C. W.* for the Conſideration aforeſaid, and of 5 *s.* to her in Hand paid by the ſaid *H. W.* And for the better ſecuring the Repayment, as well of the ſaid, &c. ſo due and owing upon the ſaid firſt recited Indenture; as of the ſaid, &c. by her the ſaid *C. W.* then received; together with Intereſt for both the ſaid Sums; ſhe the ſaid *C. W. Did* in and by the ſame Indenture releaſe, ratify and confirm the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and therein particularly expreſſed, unto the ſaid *H. W.* and *W. W. To hold* to them, their Heirs and Aſſigns; to the only proper Uſe and Behoof of the ſaid *H. W.* and *W. W.* their Heirs and Aſſigns for ever: *In Truſt*, nevertheleſs, for the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns; but the ſaid laſt recited Indenture was by a Proviſo therein contained, made defeaſible, on Payment by the ſaid *C. W.* her Heirs or Aſſigns, unto the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, of the

full Sum of, &c. and Intereſt at a certain Day therein mentioned, then to come, and now paſt, as in, and by, the ſaid laſt recited Indenture, may more fully and at large appear. *And whereas* Failure hath been made in Payment as well of the ſaid principal Sum of, &c. as of the Intereſt thereof: *And whereas*, Upon an Account made up between the ſaid *C. W.* and *H. W.* there remains due and owing from the ſaid *C. W.* to the ſaid *H. W.* for principal Money and Intereſt the full Sum of, &c. *Now this Indenture witneſſeth*, That the ſaid *C. W.* for divers good Cauſes and Conſiderations, her thereunto moving, *Hath* remiſed and releaſed, and by theſe Preſents, doth remiſe, &c. unto the ſaid *H. W.* his Heirs and Aſſigns, the Proviſo or Condition in the ſaid laſt recited Indenture contained, and all Benefit and Equity of Redemption of the ſaid Premiſſes, by Virtue and Colour thereof; And alſo all Covenants, Clauſes and Agreements in the ſame Indenture contained, which on the Part and Behalf of the ſaid *H. W.* his Heirs, Executors, Adminiſtrators and Aſſigns were to be obſerved and performed. *And this Indenture further witneſſeth*, That the ſaid *C. W.* for the better ſecuring the Repayment of the ſaid Sum of, &c. with Intereſt; And in Conſideration alſo of the further Sum of, &c. now in Hand paid to the ſaid *C. W.* by the ſaid *H. W.* The Receipt whereof, ſhe the ſaid *C. W. Doth* hereby confeſs and acknowledge; ſhe the ſaid *C. W. hath* granted, bargained and ſold, releaſed, ratified and confirmed; And by theſe Preſents doth grant, &c. unto the ſaid *H. W.* his Heirs and Aſſigns, All and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes

miſſes above-mentioned to be granted in and by the ſaid firſt recited Indenture, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of her the ſaid *C. W.* of, in and to all and ſingular the ſaid Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above recited, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *H. W.* his Heirs and Aſſigns; To the only proper Uſe and Behoof of the ſaid *H. W.* his Heirs and Aſſigns for ever; and that freed and diſcharged of and from all Benefit and Equity of Redemption whatſoever. *Provided always*, And it is agreed by and between the ſaid Parties to theſe Preſents, That if the ſaid *C. W.* her Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *H. W.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next coming; And alſo the further full Sum of, *&c.* in and upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; That then, and at any Time thenceafter, he the ſaid *H. W.* his Heirs, Executors and Adminiſtrators, ſhall and will at the Requeſt, Coſts and Charges of the ſaid *C. W.* her Heirs or Aſſigns, reconvey, or otherwiſe transfer, All and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *C. W.* her Heirs and Aſſigns, or to whom ſhe

or they ſhall appoint; ſo as the Perſon or Perſons, who is, or are, to make ſuch Reconveyance, or other Aſſurance, by Force of theſe Preſents, be non compelled, or compellable, for the Doing thereof, to travel or go from the Place or Places of his or their reſpective Habitations or Abode, at the Time of ſuch Requeſt to be made, nor to enter into any further or more general Covenants, than againſt him and themſelves reſpectively, and his and their reſpective Acts; any Thing herein contained to the contrary notwithſtanding. *And* the ſaid *C. W.* for herſelf, her Heirs and Aſſigns, doth covenant and grant, to and with the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, That ſhe the ſaid *C. W.* her Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next coming; And alſo the ſaid further full Sum of, *&c.* on *&c.* which will be in the ſaid Year of our Lord, *&c.* without any Deduction, as aforeſaid, according to the true Intent and Meaning of theſe Preſents; *And alſo* That he the ſaid *H. W.* his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Moleſtation, Interruption and Denial of her the ſaid *C. W.* her Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And further*, That ſhe the

the ſaid *C. W.* and her Heirs, and all and every other Perſon and Perſons, and her and their Heirs, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will, at any Time or Times, after Default ſhall be made in Performance of the ſaid Proviſo or Condition herein contained, make, do, and execute, or cauſe, or procure to be made, *&c.*. All and every ſuch further, and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect Granting and Aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the ſaid *H. W.* his Heirs and Aſſigns; To the only proper Uſe and Behoof of the ſaid *H. W.* his Heirs and Aſſigns for ever, abſolutely freed and diſcharged, of and from the Proviſo or Condition herein contained, and of and from all Equity of Redemption, by Virtue or Colour thereof, according to the true Intent and Meaning of theſe Preſents, as by the ſaid *H. W.* his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And laſtly*, It is covenanted and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That the ſaid *C. W.* her Heirs and Aſſigns, ſhall and may at all Times, until Default ſhall be made in Performance of the ſaid Proviſo or Condition herein contained, peaceably and quietly have, hold, and enjoy all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents and Profits thereof, to her

and their own proper Uſe and Benefit; any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

An Aſſignment of a Mortgage of Lands, with a new Grant and Demiſe of other Lands, as a further Security for a Sum of Money borrowed.

THIS *Indenture Tripartite* made, *&c. Between L. B.* of, *&c.* of the firſt Part; *D. M.* of, *&c.* of the ſecond Part; and *T. E.* of, *&c.* of the third Part: *Whereas* by Indenture bearing Date, *&c.* made between the ſaid *L. B.* of the one Part, and the ſaid *D. M.* of the other Part, The ſaid *L. B.* for the Conſiderations therein mentioned, *Did* demiſe, grant, bargain and ſell unto the ſaid *D. M.* his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage or Farm-houſe called, *&c.* ſituate in, *&c.* and alſo all thoſe Pieces or Parcels of Land, *&c.* and alſo all Ways, Waters, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes: *To hold* to the ſaid *D. M.* his Executors, Adminiſtrators and Aſſigns, from, *&c.* for and during and unto the full End and Term of 500 Years, from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, under and ſubject to a Proviſo or Condition nevertheleſs to be void, on the ſaid *L. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, paying to the ſaid *D. M.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* on, *&c.* then next enſuing, without any Deduction for Taxes, or other Impoſitions whatſoever: *And*

And whereas the ſaid Sum of, &c. was not paid on the ſaid Day, &c. according to the Proviſo or Condition aforeſaid, whereby the ſaid Term became abſolute in Law to the ſaid *D. M. And whereas* there is now due and owing upon the ſaid Mortgage to the ſaid *D. M.* for Principal and Intereſt, the Sum of, &c. *Now this Indenture witneſſeth*, That for and in Conſideration of the ſaid Sum of, &c. to the ſaid *D. M.* in Hand paid by the ſaid *T. E.* at and before the Sealing and Delivery of theſe Preſents, by the Direction and Appointment of the ſaid *L. B.* teſtified by his being a Party to and ſigning and ſealing of theſe Preſents; And of the further Sum of, &c. to the ſaid *L. B.* in Hand alſo paid by the ſaid *D. M.* the ſeveral and reſpective Receipts of which ſaid ſeveral Sums of, &c. and, &c. They the ſaid *D. M.* and *L. B.* do hereby reſpectively acknowledge, and thereof do and either of them doth acquit and diſcharge the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns; The ſaid *D. M.* at the Requeſt, and by and with the Direction and Appointment of the ſaid *L. B.* And alſo the ſaid *L. B. Have*, and each of them hath bargained, ſold and aſſigned, and by theſe Preſents do, and each of them doth bargain, ſell, &c. unto the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, *All* that the aforeſaid Meſſuage or Farm-Houſe, Lands, and all and ſingular other the Premiſſes, in and by the ſaid recited Indenture demiſed, or intended to be demiſed by the ſaid *L. B.* to the ſaid *D. M.* as aforeſaid; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Poſſeſſion, Property, Claim and Demand whatſoever of them the ſaid *L. B.* and *D. M.* or either

either of them, of, in, to or out of the ſaid hereby bargained and aſſigned Premiſſes, or any Part thereof, together with the ſaid recited Indenture of Demiſe: *To have and to hold* the ſaid Meſſuage or Farm-houſe, Lands and Premiſſes herein before-mentioned, or intended to be hereby bargained, ſold and aſſigned, with the Appurtenances, unto the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired, of the ſaid Term of 500 Years, in and by the ſaid recited Indenture of Demiſe granted, yet to come and unexpired: *And* the ſaid *L. B.* for the Conſiderations aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit claim unto the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, the ſaid Proviſo or Condition contained in the ſaid recited Indenture of Demiſe, and all his Right, Title, Power and Equity of Redemption of, in or to the ſaid bargained and aſſigned Premiſſes, or any Part thereof, by Virtue of the ſaid recited Indenture of Demiſe, or the ſaid Proviſo or Condition therein contained, or otherwiſe howſoever, ſubject nevertheleſs to the Proviſo herein after contained: *And* the ſaid *D. M.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant to and with the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *D. M.* hath not at any Time or Times made, done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Reaſon or Means whereof the ſaid hereby bargained and aſſigned Premiſſes,

or any Part thereof, is are ſhall or may be Charged or Incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. *And whereas* the ſaid *L. B.* is ſeiſed to him and his Heirs, of and in One Meſſuage or Tenement ſituate, *&c.* by him the ſaid *L. B.* lately Purchaſed of, *&c.* as by the Releaſe or Conveyance thereof made by the ſaid, *&c.* to the ſaid *L. B.* bearing Date, *&c.* may more fully appear. *Now this Indenture further Witneſſeth*, That the ſaid *L. B.* for the Conſiderations aforeſaid, and as a further Security for the Repayment of the Sum of, *&c.* herin after mentioned, *Hath* Demiſed, Granted, Bargained and ſold, and by theſe Preſents doth Demiſe, Grant, *&c.* unto the ſaid T. E. *All* that the laſt mentioned Meſſuage or Tenement with the Appurtenances, and all Ways, *&c.* And the Reverſion and Reverſions, *&c. To have and to hold* the ſaid Meſſuage or Tenement with the Appurtenances unto the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during the Term of 500 Years, and fully to be compleat and Ended, ſubject to the Proviſo or Condition for making the ſame Void herein after contained (that is to ſay) *Provided* always and the ſaid *T. E.* for himſelf, his Executors Adminiſtrators and Aſſigns, doth hereby Covenant, promiſe and agree to and with the ſaid *L. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, That if the ſaid *L. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. E.* his Executors, *&c.* the full Sum of, *&c.* in and upon, *&c.* without any Deduction whatſoever, That then and from thenceforth the ſaid Demiſe and Grant hereby made,

of

of the ſaid laſt mentioned Meſſuage or Tenement with the Appurtenances, ſhall ceaſe, determine and be void to all Intents and Purpoſes, any thing herein contained to the contrary notwithſtanding. And that upon or at any Time after ſuch Payment ſhall be made as aforeſaid, he the ſaid *T. E.* his Executors, *&c.* ſhall and will, upon the Requeſt and at the Charge of the ſaid *L. B.* his Heirs or Aſſigns, Surrender or Releaſe to him and them the ſaid firſt above mentioned Meſſuage or Farm-Houſe and Lands, with the Appurtenances, or otherwiſe Aſſign the ſame and all the Eſtate and Intereſt of the ſaid *T. E.* his Executors, *&c.* of, in, to or out of the ſame, to ſuch Perſon or Perſons, as he the ſaid *L. B.* his Heirs or Aſſigns ſhall Direct or appoint, Freed and Diſcharged, of and from all Incumbrances, by from or under the ſaid *T. E.* his Executors, *&c.* or any of them: *And* the ſaid *L. B.* for himſelf his Heirs, Executors and Adminiſtrators, doth Covenant, promiſe and Grant to and with the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, by theſe preſents in manner following, (that is to ſay) That he the ſaid *L. B.* his Heirs, Executors, Adminiſtrators, or or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *T. E.* his, *&c.* the ſaid Sum, *&c.* in and upon, *&c.* in the Proviſo or Condition above contained, limited and expreſſed, according to the true Intent and Meaning, of the ſaid Proviſo or Condition, without any Deduction whatſoever as aforeſaid; *And* that he the ſaid *T. E.* his Executors, *&c.* in caſe any Default ſhall be made in the Payment of the ſaid Sum of, *&c.* or any Part thereof, contrary to the Proviſo or Condition

dition aforeſaid, and the true Intent and Meaning thereof, ſhall and lawfully may at all times afterwards peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid hereby aſſigned and demiſed Premiſſes, with the Appurtenances, and every Part and Parcel thereof reſpectively, and receive and take the Rents Iſſues and Profits thereof to his and their own proper Uſe and Uſes, during the Reſt and Reſidue which ſhall be then to come and unexpired, of the ſaid Terms of 500 Years, and 500 Years abovementioned, without any Let, Suit, Trouble, Hinderance, Moleſtation, Eviction, Expulſion, Claim or Demand whatſoever, of or by the ſaid *L. B.* his Heirs or Aſſigns, or any other Perſon or Perſons whatſoever; *And* that he the ſaid *L. B.* and his Heirs, and all and every other Perſon or Perſons, having, claiming or Deriving, or which ſhall or may have, Claim or Derive any Eſtate, Right or Title, in, to, or out of the ſaid hereby aſſigned or Demiſed Premiſſes, reſpectively, or any Part or Parcel thereof, ſhall and will from time to time, and at all times from and after Breach or Default ſhall be made in the Proviſo or Condition aforeſaid, upon the reaſonable Requeſt and at the proper Coſts and Charges in the Law, of the ſaid *T. E.* his Executors, *&c.* make, do, acknowledge, Levy, Execute and ſuffer, or cauſe or procure to be made, done, *&c.* all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute Conveying, Aſſuring and Confirming of the ſaid hereby Aſſigned and Demiſed Premiſſes re-

reſpectively, with their Appurtenances, unto the ſaid *T. E.* his Executors, *&c.* for and during all the Reſidue and Remainder of the ſaid ſeveral Terms of 500 Years, which ſhall be then to come and unexpired, of and in the ſaid Premiſſes reſpectively, as by the ſaid *T. E.* his, *&c.* or his or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required. *And* the ſaid *T. E.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant, to and with the ſaid *L. B.* his Heirs and Aſſigns, that he the ſaid *L. B.* his Heirs, *&c.* ſhall or lawfully may peaceably and quietly hold and enjoy all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents and Profits thereof, to his and their own proper Uſe and Benefit, until Breach or Default ſhall be made in Performance of the Proviſo or Condition aforeſaid. *In Witneſs*, &c.

An abſolute Aſſignment of a Mortgage of two Eſtates, one of them not being of ſufficient Value for the Security; with a Covenant to be redeemed on Payment of ſuch a Sum of Money, as ſhall be agreed on by a ſubſequent Indenture, &c.

THIS *Indenture Tripartite*, made, *&c. Between* E. M. of, *&c.* of the firſt Part, J. M. of, *&c.* of the ſecond Part, T. E. of, *&c.* T. H. of, *&c.* and H. W. of, *&c.* of the third Part. *Whereas* the ſaid E. M. having Occaſion for the Sum of 250 *l.* did borrow and receive the ſame of and from the ſaid J. M. and for ſecuring the Repayment thereof, with Intereſt, Did in and by certain Indentures of

Leaſe

Leaſe and Releaſe, bearing Date, &c. The Releaſe being made between the ſaid E. M. of the one Part, and the ſaid J. M. of the other Part, grant, bargain and ſell, alien, remiſe, releaſe and confirm unto the ſaid J. M. a certain Meſſuage, or Tenement and Lands in the Pariſh of, &c. containing, &c. bounded, &c. as in the ſaid Indenture of Releaſe is particularly ſet forth, as by the ſame Indenture will more fully appear. *And whereas* in and by one Indenture, bearing Date, &c. made between the ſaid E. M. of the one Part, and the ſaid J. M. of the other Part, reciting therein, in Effect as is herein before-recited; and reciting alſo that the ſaid Meſſuage, Lands and Tenements above-mentioned to be granted to the ſaid J. M. for the ſecuring the ſaid 250 *l.* as aforeſaid, were eſteemed not of ſufficient Value for ſecuring the ſame Monies: He the ſaid E. M. for the better Securing the ſaid 250 *l.* together with ſuch Intereſt as ſhould accrue and grow due for the ſame, and likewiſe for and in Conſideration of the further Sum of 150 *l.* of, &c. to him therein mentioned, to be paid by the ſaid J. M. *Did* demiſe, grant, bargain and ſell unto the ſaid J. M. *All* that Meſſuage, &c. with all Ways, &c. and the Reverſion and Reverſions, &c. *To be had and holden* unto the ſaid J. M. his Executors, Adminiſtrators and Aſſigns, from, &c. for and during the Term of 500 Years, from thenceforth, next and immediately enſuing, and following, fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; under the yearly Rent of a Pepper-Corn: And in the ſame Indenture it was further recited, That, &c. (another Grant)

Grant) which ſaid laſt recited Indenture was, by a Proviſo or Condition therein contained, made defeaſible on Repayment by the ſaid E. M. unto the ſaid J. M. of the ſaid 250 *l.* with the legal Intereſt thereof at the Days and Times in a certain Proviſo in the ſaid firſt recited Indenture mentioned; And alſo on Repayment unto the ſaid J. M. of the ſaid further Sum of 150 *l.* with the Intereſt thereof, at ſeveral Days and Times in the Proviſo in the ſaid laſt recited Indenture mentioned, then to come, and now long ſince paſt; as in and by the ſaid laſt recited Indenture may appear. *And whereas* all the Intereſt of the ſaid two ſeveral Sums of 250 *l.* and 150 *l.* hath been duly paid until the Day of the Date hereof, but the ſaid two principal Sums of 250 *l.* and 150 *l.* remain as yet wholly unpaid and unſatisfied: *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of 400 *l.* of, *&c.* to the ſaid J. M. in Hand paid by the ſaid T. E. and T. H. (by and with the Conſent, Direction and Agreement of the ſaid E. M. teſtified by his being a Party to theſe Preſents.) The Receipt whereof the ſaid J. M. doth hereby acknowledge (which ſaid Sum of 400 *l.* is hereby declared to be Parcel of and comprehended in the Sum of 1500 *l.* the Conſideration Money of one Indenture Tripartite, bearing even Date with theſe Preſents, and made between the ſaid E. M. of the firſt Part, the ſaid J. M. of the ſecond Part, and the ſaid T. E. and T. H. of the third Part,) and in Conſideration alſo of the Sum of 5 *s.* of like, *&c.* to the ſaid J. M. in Hand paid by the ſaid H. W. the Receipt whereof the ſaid J. M. doth hereby alſo ac-

knowledge; He the ſaid J. M. *Hath* (at the Requeſt, and with the Conſent, Direction and Appointment as well of the ſaid E. M. as of the ſaid T. E. and T. H. teſtified by their Joining herein, and Sealing hereof) bargained and ſold, aſſigned and ſet over; and by theſe Preſents doth bargain, *&c.* unto the ſaid H. W. All and ſingular the ſaid ſeveral Meſſuages, Tenements, Cloſes, Grounds, Lands, Hereditaments and Premiſſes, in and by the ſaid ſeveral recited Indentures above-mentioned to have been to him granted and aſſigned as aforeſaid, and every Part and Parcel thereof, with their and every of their Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Claim and Demand whatſoever, as well in Equity as in Law, of him the ſaid J. M. of in and to the ſame Premiſſes, and every or any Part or Parcel thereof, with the Appurtenances; together with the ſaid ſeveral recited Indentures, and all other Deeds and Writings in his Cuſtody, which do concern the ſaid Premiſſes, or any Part thereof: *To have and to hold* all and ſingular the ſaid Meſſuages, Tenements, Lands, Hereditaments and Premiſſes above-mentioned, to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances unto the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral Terms of 500 Years, and, *&c.* above-mentioned, which is yet to come and unexpired: *In Truſt*, Nevertheleſs, to and for

the only proper Uſe and Benefit of the ſaid T. E. and T. H. their Heirs, Executors, Adminiſtrators and Aſſigns. And the ſaid J. M. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid T. E. and T. H. their Executors, Adminiſtrators and Aſſigns, That he the ſaid J. M. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And* it is agreed and declared by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, That this preſent Indenture, and the Lands hereby aſſigned ſhall be liable and ſubject to be redeemed by the ſaid E. M. on his Payment to the ſaid T. E. and T. H. of ſuch Sum and Sums of Money, at ſuch Days and Times, and in ſuch Manner as ſhall be agreed and declared, in and by one Indenture Tripartite, intended to bear Date, *&c.* and to be made between the ſaid T. E. of the firſt Part, the ſaid T. H. of the ſecond Part, and the ſaid E. M. of the third Part. *In Witneſs*, &c.

An Aſſignment of Lands held by Leaſe from the Univerſity of Oxford, *formerly aſſign'd to ſecure the Payment of Money lent and advanc'd in Trade, as a collateral Security for paying other Money, according to a Deed of Mortgage of other Lands.*

THIS *Indenture Tripartite*, made, *&c. Between* A. B. late of, *&c.* but now of, *&c.* Eſq; of the firſt Part, Sir *C. D.* of, *&c.* Bart.

of the ſecond Part, and E. F. and G. H. of, &c. of the third Part: *Whereas* the Chancellor, Maſters and Scholars of the Univerſity of *Oxford*, by their Indenture bearing Date, &c. Did demiſe, grant, and to Farm let unto the ſaid A. B. &c. *All* that Meſſuage or Tenement, with the Appurtenances, ſituate, lying and being, &c. And alſo, &c. And all and every the Cellars, Solars, Rooms, Chambers, Ground Foundations, Entries, Yards, Gardens, Ways, Waters, Paths, Paſſages, Lights, Eaſements and Appurtenances whatſoever to the ſame belonging, or in any wiſe appertaining; *To hold* the ſaid Meſſuage or Tenement and Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture, for and during, and unto the full End and Term of forty Years from thence next enſuing, and fully to be compleat and ended, *At* and under the yearly Rent of, &c. payable, &c. as in and by the ſaid Indenture of Leaſe, Relation being thereunto had, more fully appears; *And whereas*, in and by one Indenture bearing Date, &c. made between the ſaid A. B. of the one Part, and the ſaid Sir C. D. of the other Part, reciting therein, that our Sovereign Lord the King, by his Letters Patent under the Great Seal of *England*, bearing Date, &c. had given and granted unto the ſaid A. B. *All* thoſe the Mills of, &c. with their Appurtenances, ſituate in, &c. *To hold* to the ſaid A. B. his Heirs and Aſſigns for ever, *Under* the yearly Rent therein reſerved; and that in and by certain Articles of Agreement bearing

Date, &c. the ſaid A. B. in Conſideration of the Sum of, &c. to him paid, and of the further Sum of, &c. intended to be paid by the ſaid Sir C. D. in order to carry on a joint Trade upon the Mills and Premiſſes aforeſaid, had covenanted and agreed to convey all the ſame Premiſſes with the Appurtenances, to Truſtees therein named, upon ſeveral Truſts therein mentioned, particularly for ſecuring the Repayment of, &c. and Intereſt, *he* the ſaid A. B. as a collateral Security for the Repayment and Satisfaction of the ſaid Sum of, &c. paid and intended to be paid, in caſe the ſaid Joint Trade ſhould not be entered into, by and between the ſaid A. B. and Sir C. D. As alſo in Conſideration of the Sum of 5 *s.* to him in Hand paid by the ſaid Sir C. D. *Did* grant, bargain, aſſign and ſet over unto the ſaid Sir C. D. his Executors, Adminiſtrators and Aſſigns, *All* that the Meſſuage or Tenement and Premiſſes above-mentioned, with the Appurtenances; *To hold* unto the ſaid Sir C. D. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſidue and Remainder of the ſaid Term of forty Years therein to come and unexpired; *In which* ſaid recited Indenture there is a Proviſo contained, that if the ſaid Joint Trade ſhould not be executed on or before the Day of, &c. then next; then if the ſaid A. B. his Heirs, Executors or Adminiſtrators, did repay and ſatisfy unto the ſaid Sir C. D. his Heirs, Executors or Adminiſtrators, the ſaid Sum of, &c. and all Sums by him advanced, on or before the Day of, &c. next enſuing, and Intereſt for the ſame after the Rate of, &c. *per Annum*, the ſaid Indenture was to be void, as in and

by the ſaid recited Indenture may more fully appear: *And whereas* the ſaid Agreement relating to the ſaid Joint Trade hath not been executed on the Part and Behalf of the ſaid Sir C. D. Nor hath any Conveyance been made to him or his Uſe of the ſaid Mills and Premiſſes, or any Part thereof; but a Moiety thereof by Indentures of Leaſe and Releaſe, the Releaſe bearing equal Date herewith, and made between the ſaid A. B. of the one Part, and the ſaid E. F. and G. H. of the other Part, is granted and conveyed to the ſaid E. F. and G. H. and their Heirs for ever; and the other Moiety of the ſaid Premiſſes is alſo by Indentures of Leaſe and Releaſe, bearing Date, *&c.* and made between the ſaid Parties, mortgaged to the ſaid E. F. and G. H. and their Heirs, for ſecuring the Repayment of the Sum of, *&c.* (by them advanc'd and paid, in order to carry on a Joint Trade and Copartnerſhip agreed upon between the ſaid Parties by certain Articles of Agreement) into the ſaid Joint Trade, within a certain Time therein limited and appointed, herein after-mentioned: *And whereas* the ſaid Sir C. D. not having paid in the Money intended to be further advanc'd by the Agreement above-mentioned, there remains due to him only the aforeſaid Sum of, *&c.* with Intereſt and incidental Charges, amounting in the Whole to, *&c.* *Now this Indenture witneſſeth*, That the ſaid Sir C. D. for and in Conſideration of the Sum of, *&c.* of lawful *Britiſh* Money to him in Hand paid by the ſaid E. F. and G. H. (by and with the Conſent of the ſaid A. B. teſtified by his being a Party to, and Signing and Sealing of theſe Preſents), the Receipt

whereof the ſaid Sir C. D. doth hereby confeſs and acknowledge; he the ſaid Sir C. D. with the like Conſent, and by the Direction and Appointment of the ſaid A. B. teſtified as aforeſaid, *Hath* bargained and ſold, aſſign'd and ſet over, and by theſe Preſents doth bargain, *&c.* into the ſaid E. F. and G. H. *All* and ſingular the Meſſuage, Tenement and Premiſſes above-mentioned to be granted, in and by the ſaid recited Indenture of Leaſe, with the Appurtenances; and alſo all the Eſtate Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, as well in Equity as in Law, of him the ſaid Sir C. D. of, in and to the ſaid Premiſſes, and of, in, and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold*, the ſaid Meſſuage or Tenement and Premiſſes, and every Part and Parcel thereof with the Appurtenances, unto the ſaid E. F. and G. H. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of Forty Years, which is yet to come and unexpired: *And* the ſaid Sir *C. D.* doth by theſe Preſents for himſelf, his Executors, Adminiſtrators and Aſſigns, Covenant and Grant, to and with the ſaid E. F. and G. H. their Executors, Adminiſtrators and Aſſigns, That he the ſaid Sir C. D. hath not done or committed any Act, Matter, or Thing whatſoever, whereby or wherewith the ſaid Meſſuage, Tenement and Premiſſes, hereby aſſign'd, or any Part thereof, is, ſhall or may be Charged or Incumbred, in Title, Eſtate or otherwiſe howſoever. *And this Indenture further Witneſſeth*, that the ſaid A. B. for the Conſiderations aforeſaid, and for the better ſecuring the Repayment, not only of the ſaid, *&c.*

and

and Intereſt, but alſo of the whole Sum of, &c. (of which the ſaid Sum of, &c. is hereby declared to be Part) for the Benefit of the Joint Trade, agreed upon between them the ſaid A. B. and E. F. and G. H. in ſuch manner as herein after is mentioned, and in Conſideration alſo of the Sum of 5 *s.* of lawful Britiſh Money, to him the ſaid A. B. in hand paid by the ſaid E. F. and G. H. the Receipt whereof is hereby acknowledged, *He* the ſaid A. B. *Hath* Granted, Bargained and Sold, Releaſed, Ratified and Confirmed, and by theſe Preſents, doth Grant, Bargain, &c. unto the ſaid E. F. and G. H. *All* and ſingular the Meſſuage, Tenement and Premiſſes above-mentioned, and every Part and Parcel thereof with the Appurtenances; *To have and to hold*, the ſaid Meſſuage or Tenement, &c. unto the ſaid E. F. and G. H. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of forty Years above recited, which is yet to come and unexpired; *Provided* always, and upon Condition, that if the ſaid A. B. his Heirs or Aſſigns, do and ſhall, within the Space of, &c. Years now next enſuing the Date hereof, well and truly Pay, or cauſe to be paid, into the Hands of, &c. for carrying on a Joint Trade of, &c. intended to be carried on by and between the ſaid A. B. E. F. and G. H. the Sum of, &c. of lawful Britiſh Money, without any Deduction whatſoever; And alſo in the mean time yearly and every Year, until the ſaid principal Sum ſhall be paid and ſatisfied, do and ſhall pay Intereſt for the ſame, to the ſaid E. F. G. H. their Executors, Adminiſtrators or Aſſigns, after the Rate of, &c. *per Cent. per Annum*, without

any Deduction, according to the Purport of the Indenture of Mortgage, made of a Moiety of the Mills and Premiſſes above recited; That then and from thenceforth theſe Preſents, and every thing herein contained, ſhall ceaſe and be void, any thing herein contained to the contrary notwithſtanding: *And* the ſaid A. B. for himſelf, his Heirs and Aſſigns, doth covenant and grant, to and with the ſaid E. F. and G. H. their Executors, Adminiſtrators and Aſſigns, that he the ſaid A. B. his, *&c.* ſhall and will well and truly pay, or cauſe to be paid, into the hands of, *&c.* the ſaid Sum of, *&c.* within the Space of, *&c.* Years now now next coming, without any Deduction, and alſo in the mean time unto the ſaid E. F. and G. H. their Executors, *&c.* until the ſaid principal Sum ſhall be paid and ſatisfied after the Rate of, *&c. per Cent. per Annum*, according to the true Intent and Meaning of theſe Preſents, and the Proviſo herein before contained. *In Witneſs*, &c.

An Uſual Collateral Security.

THIS *Indenture* made, *&c. Between* Sir *C. K.* of, *&c.* Baronet, of the one Part, and *T. E.* of, *&c.* Eſq; of the other Part. *Whereas* the ſaid Sir *C. K.* ſtands juſtly indebted to the ſaid *T. E.* in the Sum of, *&c.* principal Money ſecured by one Indenture Quadripartite, bearing equal Date with theſe Preſents, and made between the ſaid Sir *C. K.* of the firſt Part, *J. B.* Gent. of the ſecond Part, the Right Honourable *A.* Lord Baron of, *&c.* and

and the Lady *A.* his Wife, of the third Part, and the ſaid *T. E.* of the fourth Part, and payable at the End of Six Months, with lawful Intereſt for the ſame. *Now this Indenture witneſſeth*, That the ſaid Sir *C. K.* for the better ſecuring and more ſure Payment of the ſaid, *&c.* with the Intereſt thereof, and in Conſideration alſo of the Sum of *5 s.* of, *&c.* to him in Hand paid by the ſaid *T. E.* the Receipt whereof is hereby acknowledged, he the ſaid Sir C. K. *Hath* granted, bargained and ſold, and by theſe Preſents doth grant, *&c.* unto the ſaid *T. E.* all and ſingular that Capital Meſſuage, Tenement or Farm, commonly called and known by the Name of, *&c.* together with all Lands, *&c.* thereunto belonging, or therewith uſed, occupied and enjoyed, containing, *&c.* be the ſame more or leſs, with the Appurtenances, Situate, *&c.* in as large and ample manner as *N. K.* Eſq; deceaſed, purchaſed the ſame of and from one *T. E.* Gent. or as he the ſaid *T. E.* Gent. now holds the ſame by Leaſe, granted to him by the ſaid *N. K.* in his Life-time; And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of all and ſingular the ſaid Premiſſes above mentioned, and of every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and ſingular the ſaid Meſſuages or Tenements, Lands and Premiſſes above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *T. E.* Party to theſe Preſents, his Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years next and immediately enſuing and following, fully to be compleat

and

and ended: *Yielding* and Paying therefore yearly, during the ſaid Term, one Pepper-Corn in and upon the Feaſt of St. *Michael* the Archangel only if demanded. *Provided* always, and upon Condition, That if the ſaid Sir *C. K.* his Heirs or Aſſigns do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *T. E.* Party to theſe Preſents, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* with lawful Intereſt therefore, in and upon, *&c.* next, according to the Proviſo or Condition contained in the ſaid recited Indenture; Then theſe Preſents, and every thing herein contained, ſhall Ceaſe, Determine, and be void, any thing herein contained to the contrary notwithſtanding. *And* the ſaid Sir *C. K.* for himſelf, his Heirs and Aſſigns doth covenant and grant, to and with the ſaid *T. E.* Party to theſe Preſents, his Executors, Adminiſtrators and Aſſigns, That he the ſaid Sir *C. K.* his Heirs or Aſſigns ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *T. E.* his Executors, Adminiſtrators or Aſſigns the ſaid full Sum of, *&c.* in and upon the ſaid Day of, *&c.* next coming, according to the true Intent and Meaning of theſe Preſents. *And alſo* That he the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Meſſuage, Farm, Lands and Premiſſes above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the ſaid Term of

100 Years

1000 Years hereby granted, which ſhall be then to come and unexpired, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid Sir *C. K.* his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. *And further*, That the ſaid Sir *C. K.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect Granting and Aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances unto the ſaid *T. E.* Party to theſe Preſents: *To hold* to him his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above recited, which ſhall be then to come and unexpired, as by the ſaid *T. E.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, it is covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default in Performance of the Proviſo or Condition herein contained, he the ſaid Sir *C. K.* his Heirs or Aſſigns, ſhall

and

and may hold and enjoy all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A collateral Security for Money borrowed on a Mortgage, to make up the Purchaſe Money for the Eſtate mortgaged, where the ſame is juſt purchaſed by the Mortgagor.

THIS *Indenture* made, *&c. Between* J. C. of, *&c.* Eſq; *N. H.* of, *&c.* and *T. L.* of, *&c.* Gent', of the one Part; and *W. B.* of, *&c.* Eſq; of the other Part. *Whereas* in and by one Indenture Tripartite, bearing Date, *&c.* of this inſtant, *&c.* and made between *J. J.* of, *&c.* Eſq; *N. J.* of, *&c. W. E.* of, *&c.* and *T. H.* of, *&c.* of the firſt Part; the ſaid *J. C.* of the ſecond Part; and the ſaid *W. B.* of the third Part; Reciting therein, that the ſaid *J. C.* had contracted with the ſaid *J. J.* for the abſolute Purchaſe of the Manor and Lands therein and herein after mentioned for the Sum of, *&c.* and that the ſaid *J. C.* having not ready Monies to pay the ſame, had borrowed the Sum of, *&c.* of the ſaid *W. B.* and had requeſted the ſaid *J. J.* and his Truſtees, to ſecure the Repayment thereof, with Intereſt, unto the ſaid *W. B.* by making a Mortgage to him of the ſaid Manor and Lands contracted for, and had agreed to accept a Conveyance of the ſame Premiſſes, ſubject to and chargeable with ſuch Mortgage; He the ſaid *J. J.* in Purſuance of ſuch

ſuch Requeſt, and in Conſideration of the Sum of, &c. to him paid by the ſaid *W. B.* by the Conſent of the ſaid *J. C.* teſtified by his Joining therein, and Sealing and Delivery thereof; And the ſaid *N. J. W. E.* and *T. H.* in Purſuance and Part of Performance of the Truſt in them repoſed by the ſaid *J. J.* and by the Direction and Appointment, as well of the ſaid *J. C.* as of the ſaid *J. J.* teſtified as aforeſaid, and for 5 *s.* in Money, *Did* grant, bargain and ſell, unto the ſaid W. B. *All* that the Manor of, &c. And alſo all and every the Meſſuages, Farms, Lands, Tenements and Hereditaments, whereof or wherein he the ſaid *J. J.* or they the ſaid *N. J. W. E.* and *T. H.* or either of them, were or was ſeized of any Eſtate of Inheritance; *In Truſt* for the ſaid *J. J.* ſituate, lying and being in the ſeveral Pariſhes, Precincts, Tythings, Villages and Hamlets of, &c. and then or late in the ſeveral Tenures or Occupations of, &c. All which ſaid Manors, Land and Premiſſes, were thentofore the Manor and Lands of *C. M.* Eſq; deceaſed, and afterwards of *G. G.* Eſq; deceaſed, and ſince of Sir *R. G.* Kt. Son of the ſaid *G. G.* and were then lately by the ſaid Sir *R. G.* for valuable Conſiderations, granted and conveyed (amongſt other Manors and Lands) to the ſaid *N. J.* and *W. E.* and their Heirs; In Truſt for the ſaid *J. J.* and his Heirs; And alſo all other the Meſſuages, &c. whatſoever, whereof or wherein they the ſaid *J. J.* or the ſaid *N. J. W. E.* and *T. H.* or either of them, were or was ſeized of any Eſtate of Inheritance, in Truſt for the ſaid *J. J.* ſituate, &c. And alſo all and ſingular Courts-Leet, Courts-Baron, &c. Houſes, Outhouſes, Ways, Waters,

ters,&c. And alſo the Reverſion and Reverſions, Remainder and Remainders, &c. *To hold* unto the ſaid *W.B.* his Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of 500 Years from thence next and immediately enſuing and following, fully to to be compleat and ended, without Impeachment of Waſte, *At* and under the yearly Rent of a Pepper-Corn: Which ſaid recited Indenture was, by a Proviſo or Condition therein contained, made defeaſible on Payment by the ſaid *J. C.* his Heirs and Aſſigns, unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, of the Sum of, &c. in and upon, &c. then and now next enſuing; and alſo of the further full Sum of, &c. of like, &c. in and upon, &c. which would and will be in the Year of our Lord, &c. without any Deduction whatſoever; as in and by the ſaid recited Indenture may more fully appear. *And whereas*, in Purſuance of the Contract in the ſaid recited Indenture mentioned, they the ſaid *J. J. N. J.* and *W. E.* have by Indentures of Leaſe and Releaſe, bearing Date, &c. of this Inſtant, &c. granted and conveyed the Fee-Simple and Inheritance of the ſaid Manor and Premiſſes unto the ſaid *J. C.* and his Heirs; but ſubject to the ſaid recited Mortgage, for ſecuring the Repayment of the ſaid Sum of, &c. with the Intereſt as aforeſaid, to the ſaid W. B. *Now this Indenture witneſſeth*, That the ſaid *J. C.* for and in Conſideration of the ſaid Sum of, &c. ſo lent and paid to the ſaid *J. J.* by the ſaid *W. B.* in Part of his ſaid Purchaſe Money, as in the ſaid firſt above recited Indenture is mentioned and expreſſed; and for the better ſecuring and more ſure Payment of the ſaid Sum of, &c.

with

with the Intereſt thereof, unto the ſaid *W. B.* at the Days and Times, and in Manner and Form in the ſaid recited Indenture limited and appointed, and the ſaid *N. H.* and *T. L.* in Purſuance and Part of Performance of the Truſt in them repoſed by the ſaid *J. C.* and at his Inſtance and Reqneſt, teſtified by his Joining herein, and Sealing and Delivery hereof, and in Conſideration of the Sum of 5 *s.* of, *&c.* to them the ſaid *N. H.* and *T. L.* now in Hand paid by the ſaid *W. B.* He the ſaid *J. C.* and they the ſaid *N. H.* and *T. L.* at his Requeſt, *Have*, and every and either of them hath granted, bargained and ſold, releaſed, ratified and confirmed, and by theſe Preſents do, and every and either of them doth grant, *&c.* unto the ſaid W. B. *All* and ſingular the Manor of, *&c.* And alſo the Reverſion and Reverſions, *&c.* And alſo all the Eſtate, *&c.* of them the ſaid *J. C. N. H.* and *T. L.* of, in and to the ſame Manor and Premiſſes, and of, in or to every or any Part or Parcel thereof, with the Appurtenances; *To have and to hold* all and ſingular the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 500 Years above-mentioned, which are yet to come and unexpired: *Provided* always, and upon Condition, That if the ſaid *J. C.* his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.*

in

in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement whatſoever, according to the Proviſo or Condition contained in the firſt recited Indenture; that then, and at any Time hereafter, he the ſaid *W. B.* his Executors or Adminiſtrators, ſhall and will, at the Requeſt, Coſts and Charges of the ſaid *J. C.* ſurrender, aſſign, or otherwiſe transfer, *All* and ſingular the ſaid Manor and Premiſſes, with the Appurtenances, unto the ſaid *J. C.* his Heirs and Aſſigns, or to whom he or they ſhall appoint, in ſuch manner as Counſel learned in the Law ſhall reaſonably adviſe; ſo as the Perſon or Perſons, who is or are to make ſuch Surrender or Aſſignment, be not compelled, by Force of theſe Preſents, to travel or go, for the doing thereof, from the Place or Places, of his or their reſpective Habitation or Abode, at the Time of ſuch Requeſt; nor to enter into any further or more general Covenants, than againſt him and themſelves reſpectively, and his and their reſpective Acts; any thing herein contained to the contrary thereof in any wiſe notwithſtanding; *And* the ſaid *J. C.* for himſelf, his Heirs and Aſſigns, doth covenant and grant, to and with the ſaid *W. B.* his Executors, Adminiſtrators and Aſſings, That he the ſaid *J. C.* his Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, &c. in and upon, &c. next coming: And alſo the ſaid further full Sum of, &c. which will be in the ſaid Year of our Lord, &c. without any Deduction as aforeſaid, according to the true Intent and Meaning

ing of theſe Preſents. *And alſo* That the ſaid Term of 500 Years is ſtill in Being and ſubſiſting, not ſurrendred, diſcharged, or otherwiſe avoided; *And alſo* That he the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, for and during all the Reſt and Reſidue of the ſaid 500 Years, above recited, which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Manor and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *J. C.* his Heirs and Aſſigns, and of all and every other Perſon or Perſons whatſoever. *And alſo* That he the ſaid *J. C.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any Thing having or claiming in the ſaid Manor and Premiſſes above-mentioned, or any Part thereof, ſhall and will from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, at the Requeſt, Coſts and Charges of the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting, conveying and aſſuring of *All* and ſingular the

ſaid Manor and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 500 Years above-mention'd, which ſhall be then to come and unexpired, freed and diſcharged of and from the Proviſo or Condition herein contained, and all Benefit and Equity of Redemption, by Virtue or Colour thereof, or otherwiſe howſoever; as by the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel, learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *And* the ſaid *N. H.* and *T. L.* for themſelves ſeverally, and their ſeveral Heirs, Executors and Adminiſtrators, do ſeverally and apart, and not jointly, covenant and grant, to and with the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, That they the ſaid *N. H.* and *T. L.* have not, nor either of them hath, done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Manors and Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred, in Title, Eſtate, or otherwiſe howſoever. *And laſtly*, It is agreed and declared, by and between the ſaid Parties to theſe Preſents; and the true Meaning hereof alſo is, and it is hereby ſo declar'd, That until Default ſhall be made in Performance of the Condition herein contained, he the ſaid *J. C.* his Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, and receive and take the

Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof, in any wiſe notwithſtanding. *In Witneſs*, &c.

An Aſſignment of a Statute, as an Additional Security for a Sum of Money borrowed on a Mortgage.

THIS *Indenture Tripartite* made, *&c. Between T. M.* of, *&c.* of the firſt Part, *J. H.* of, *&c.* of the ſecond Part, and *T. E.* of, *&c.* and *W. B.* of, *&c.* of the third Part: *Whereas* the ſaid *T. M.* heretofore wanting Monies, borrowed of the ſaid *J. H.* the Sum of 1000 *l.* and for the ſecuring the Repayment thereof, with Intereſt, *Did* in and by one Indenture, bearing Date, *&c.* made between the ſaid *T. M.* of the one Part, and the ſaid *J. H.* of the other Part, demiſe, grant, bargain and ſell unto him the ſaid *J. H.* all that the Manor of, *&c.* and divers Farms, Meſſuages, Lands and Hereditaments therein particularly mentioned; *To hold* for the Term of 1000 Years, without Impeachment of Waſte, at and under the yearly Rent of 2 *d.* defeaſible, on Repayment of the ſaid 1000 *l.* and Intereſt, at certain Days and Times in the ſaid Indenture expreſſed, and now long ſince paſt, as in and by the ſame Indenture may appear. *And whereas* the ſaid *T. M.* for better ſecuring the Repayment of the ſaid 1000 *l.* and Intereſt, became bound to the ſaid *J. H.* in and by one Recognizance, or Writing Obligatory, in the Nature of a Statute-Merchant, bearing Date, *&c.* taken and acknowledged at, *&c.* before, *&c.* Mayor of the ſaid City,

Keeper of the greater Piece of the Seal of the ſame Statute, and, &c. Keeper of the leſſer Piece of the Seal, in the Sum of 2000*l.* of, &c. payable as in and by the ſame Recognizance or Writing Obligatory, more at large appeareth. *And whereas*, in and by one Indenture, bearing Date the ſaid, &c. made between the ſaid *J. H.* of one Part, and the ſaid *T. M.* of the other Part; It was concluded and agreed, and the ſaid *J. H. Did* covenant with the ſaid *T. M.* That if he the ſaid *T. M.* his Heirs and Aſſigns ſhould well and truly obſerve, perform, fulfil and keep all and ſingular the Payments, Grants, Proviſoes, Conditions and Agreements contained and compriſed in the above recited Indenture, which on his and their Part and Behalfs were or ought to be paid, obſerved and performed, according to the true Meaning of the ſame Indenture; That then the ſaid Recognizance or Writing Obligatory ſo entred into by the ſaid *T. M.* ſhould ceaſe and be void, *As* in and by the ſaid laſt recited Indenture may appear: *And whereas* the ſaid 1000*l.* and the Intereſt were not paid according to the Purport and true Meaning of the ſaid recited Indenture. *And whereas* the ſaid *J. H.* having Occaſion of his Money, and the ſaid *T. M.* not having Monies at preſent to pay the ſame, requeſted the ſaid *T. E.* and *W. B.* to ſupply him therewith: *And* he the ſaid *J. H.* in Conſideration of the ſaid 1000*l.* to him paid by the ſaid *T. E.* and *W. B. Hath*, by Indenture bearing equal Date herewith, by the Direction and Appointment of the ſaid *T. M.* aſſigned the ſaid Manor and Premiſſes, and all his Eſtate and Intereſt therein,

unto the ſaid *T. E.* and *W. B.* defeaſible on Payment of the ſaid 1000*l.* and Intereſt by the ſaid *T. M.* his Heirs or Aſſigns, in Manner therein and herein after expreſſed, as in and by the ſaid laſt recited Indenture may more fully appear: *Now this Indenture witneſſeth*, That the ſaid *J. H.* for and in Conſideration of the ſaid Sum of 1000*l.* of, &c. to him in Hand paid by the ſaid *T. E.* and *W. B.* (being the ſame Sum of 1000*l.* mentioned to be the Conſideration Money of the laſt above recited Indenture) *He* the ſaid *J. H. Hath* (at the Requeſt, and by and with the Conſent, Direction and Agreement of the ſaid *T. M.* teſtified by his Joining herein, and Signing and Sealing hereof) aſſigned and ſet over, and by theſe Preſents doth fully, freely and abſolutely aſſign and ſet over unto the ſaid *T. E.* and *W. B.* their Executors, Adminiſtrators and Aſſigns, to their own Uſe and Benefit, the ſaid Recognizance or Statute above recited, and the Monies thereby due, and all Proceſs and Proceedings thereupon had or to be had, and all Benefit and Advantage that can or may be gotten thereby. *And* the ſaid *J. H.* doth by theſe Preſents, make, ordain, conſtitute and appoint the ſaid *T. E.* and *W. B.* their Executors, Adminiſtrators and Aſſigns, and every of them, the true, lawful and irrevocable Attorney and Attornies of him the ſaid *J. H.* his Executors and Adminiſtrators, and in his and their Name and Names, but to the only Uſe and Benefit of the ſaid *T. E.* and *W. B.* their Executors, Adminiſtrators and Aſſigns to ask, ſue for, levy, recover and receive of and from the ſaid *T. M.* his Heirs, Executors and Ad-

miniſtrators the ſaid Debt, in the ſaid recited Recognizance, or Statute contained, and every Part thereof: *And alſo* To do, or cauſe or procure to be done, all and every other lawful Act, Matter or Thing neceſſary and expedient to be done in the Premiſſes; and one Attorney or more under them to conſtitute, and the ſame at Pleaſure to revoke. *And* the ſaid *J. H.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *T. E.* and *W. B.* their Executors, Adminiſtrators and Aſſigns, That he the ſaid *J. H.* hath not done, and that he the ſaid *J. H.* his Executors or Adminiſtrators ſhall not nor will at any Time hereafter, without the Conſent and Agreement of the ſaid *T. E.* and *W. B.* their Executors, Adminiſtrators and Aſſigns, firſt had and obtained in Writing, do or conſent to be done, any Act, Matter or Thing whatſoever, whereby, or by Means whereof the ſaid recited Recognizance, or the Debt therein contained, or any Part thereof, or any Execution, Suit, Benefit, Eſtate or Intereſt that ſhall or may be had or proſecuted upon, or by Reaſon of the ſame Recognizance, ſhall or may be made void, releaſed, barred, diſcharged, hindered or incumbered, unleſs he or they ſhall be thereunto compelled by the Judgment, Decree or Order of ſome Court of Law or Equity. *And* each of them the ſaid *T. E.* and *W. B.* for himſelf ſeverally, and for his ſeveral and reſpective Executors and Adminiſtrators, *Doth* covenant and grant to and with the ſaid *J. H.* his Executors and Adminiſtrators, That they the ſaid *T. E.* and *W. B.* their Executors and Adminiſtrators, ſhall

ſhall and will at all Times, at their own proper Coſts and Charges, well and ſufficiently ſave harmleſs and keep indemnified, the ſaid *J. H.* his Executors and Adminiſtrators, and every of them, and his and their Goods and Chattels, Lands and Tenements, of, from and againſt all ſuch Coſts and Charges, Loſſes, Expences and Damages, as he or they ſhall or may ſuſtain, bear, loſe, lay out, expend, or be put unto, for or by Reaſon of any Act, Proceſs or Proceedings, that they the ſaid *T. E.* and *W. B.* ſhall do or cauſe to be done, by Virtue, Colour or Pretence of theſe Preſents, or of any Power or Authority hereby given or granted, or in or about any Action, Suit or Proceedings in any Court of Law or Equity, touching or concerning the ſaid Statute or Recognizance, *Provided* always, and it is hereby granted, concluded and agreed upon, by and between the ſaid *T. M.* and *T. E.* and *W. B.* And the ſaid *T. E.* and *W. B.* each of them doth for himſelf ſeverally and apart, and not jointly, and for his ſeveral and reſpective Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *T. M.* his Heirs, Executors, Adminiſtrators or Aſſigns, by theſe Preſents, That if the ſaid *T. M.* his Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *T. E.* and *W. B.* their Executors, Adminiſtrators and Aſſigns, the full Sum of, *&c.* in and upon, *&c.* according to the Purport and true Meaning of the Condition contain'd in the ſaid laſt recited Indenture; That then and from thenceforth the ſaid Recognizance or Writing Obligatory ſhall ceaſe and

be void: And then and at any Time thence-after, they the ſaid *T. E.* and *W. B.* their Executors, Adminiſtrators and Aſſigns, ſhall and will, upon Requeſt to them in that Behalf made by the ſaid *J. M.* his Heirs, Executors and Adminiſtrators, deliver up the ſaid recited Statute, to be cancelled and made void; and ſhall and will do any Thing at the Charges of the ſaid *T. M.* his Heirs, Executors and Adminiſtrators, for vacating the Inrolment of the ſaid Statute, as ſhall be required. *And alſo* That they the ſaid *T. E.* and *W. B.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns ſhall not, nor will, until Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, commence or proſecute any Suit, Proceſs or Execution upon the ſaid recited Statute, either againſt the ſaid *T. M.* his Heirs, Executors or Adminiſtrators, or any of them, or his or their Goods or Chattels, Lands or Tenements, or any Part thereof. *In Witneſs*, &c.

A Security to indemnify a Lord of a Manor againſt a Copy of Court-Roll loſt or miſlaid; given to the Lord on granting a new Eſtate in the Premiſſes by Leaſe.

THIS Indenture made, *&c. Between* D. S. the Elder of, *&c.* and D. S. the Younger (Son of the ſaid D. S. the Elder) of the one Part, and Sir J. S. of, *&c.* Baronet, R. O. of, *&c.* Eſq; and A. A. of, *&c.* of the other Part: *Whereas* Sir S. A. Knight, Lord of the Manor of W. in the ſaid County of, *&c. Did* heretofore grant, by Copy of Court-Roll, bearing Date, *&c.* according to the Cuſtom of

of the ſaid Manor, unto the ſaid D. S. the Elder, and E. his Wife, the Reverſion of one Meſſuage or Tenement, with all Lands, Meadows and Paſtures to the ſame belonging, with their Appurtenances, ſituate, lying and being in, &c. within the ſaid Manor of, &c. aforeſaid, and then in the Poſſeſſion of N. F. *To hold* (immediately after the Death of the ſaid N. F.) unto the ſaid D. S. E. his Wife, and to N. S. and the ſaid D. S. their Sons for their Lives ſucceſſively, under the yearly Rent of, &c. as thereby may appear. *And whereas* the ſaid Sir S. A. is ſince dead, and the ſaid N. F. and N. S. are alſo ſince dead: *And whereas* the ſaid Manor of W. and the Lands thereto belonging are ſince come to and veſted in the ſaid Sir J. S. R. O. and A. A. *And whereas*, at a Court-Baron, held for the ſaid Manor of W. the, &c. the ſaid D. S. the Elder, E. his Wife, and D. S. the Younger, ſurrendred into the Hands of the Lords of the ſaid Manor, the ſaid Meſſuages or Tenement above-mentioned, with the Appurtenances, and all the Lands, Meadows and Paſtures thereto belonging; and all their Eſtate, Right, Title and Intereſt therein, according to the Cuſtom of the ſaid Manor, as by the Records of the ſaid Court may appear. *And whereas* the ſaid D. S. Senior, E. his Wife, and D. S. Junior, did then affirm to the Steward of the ſaid Court, and the Homage there, that the ſaid recited Copy of Court-Roll was loſt, and could not be found, and agreed to indemnify the Lords of the ſaid Manor, in Reſpect of the not delivering up the ſaid Copy in Court: *And whereas*, in and by one Indenture of Leaſe, bearing Date,

&c.

&c. the ſaid Sir J. S. R. O. and A. A. in Conſideration of the ſaid Surrender, did Demiſe, Grant, and to Farm Let, unto the ſaid D. S. Senior, *All* and ſingular the ſaid Meſſuage or Tenement, Lands, Meadows and Paſtures above-mentioned, with their Appurtenances, (except as in the ſaid recited Indenture is mentioned to be excepted): *To hold* unto the ſaid D. S. the Elder, his Executors, Adminiſtrators and Aſſigns, for and during, and unto the full End and Term of ninety-nine Years, thence next and immediately enſuing and following, and fully to be compleat and ended, if the ſaid D. S. Senior, J. D. *&c.* D. S. the Younger, or any or either of them ſhould happen ſo long to live, under the yearly Rent of, *&c.* as by the ſaid recited Indenture may more fully appear. *And whereas*, on granting the ſaid recited Indenture of Leaſe, it was agreed between the ſaid Parties to theſe Preſents, that the ſaid Meſſuages or Tenement and Lands above-mentioned, ſhould ſtand, and be a Security to indemnify the ſaid Sir J. S. R. O. and A. A. their Heirs and Aſſigns, from all Actions, Suits, Charges, Coſts and Damages that ſhould or might happen to them, or either of them, for or by Reaſon of the not delivering up the ſaid Copy in Court, and cancelling the ſame: *Now this Indenture witneſſeth*, That the ſaid D. S. the Elder, in Purſuance, and Part of Performance of the ſaid Agreement; and for that the ſaid Sir J. S. R. O. and A. A. granted the ſaid Leaſe, in Conſideration of making the ſaid Surrender, and without taking any Fine therefore, *Hath* granted, declared and agreed, and by theſe Preſents doth grant, *&c.* That the

the ſaid Indenture of Leaſe to him granted as aforeſaid, and the Tenements therein mentioned, ſhall be lyable and ſubject to the indemnifying and ſaving the ſaid Sir J. S. R. O. and A. A. and every of them, their and every of their Heirs, Executors and Adminiſtrators, harmleſs, of, from and againſt all Actions and Suits, both in Law and Equity, Coſts, Charges, Expences and Damages whatſoever, that may be brought againſt, or happen to them, or any or either of them, for or by reaſon of the not delivering up, and cancelling the ſaid recited Copy of Court-roll, any thing in the ſaid Indenture contained to the contrary notwithſtanding. *And* each of them the ſaid D. S. Senior, and D. S. Junior, for himſelf ſeverally and apart, and not jointly, and for his ſeveral Executors, Adminiſtrators and Aſſigns, doth ſeverally and apart, and not jointly, covenant and grant to and with the ſaid Sir J. S. R. O. and A. A. their Heirs and Aſſigns, That they the ſaid D. S. Senior, and D. S. Junior, their Executors, Adminiſtrators or Aſſigns, ſhall and will at all Times hereafter well and ſufficiently ſave harmleſs, and keep indemnified the ſaid Sir J. S. R. O. and A. A. their Heirs and Aſſigns, of, from and againſt all Actions, Suits, Coſts, Charges, Expences and Damages whatſoever, that may be brought againſt, or happen to them, or any or either of them, for or by reaſon of the not delivering up and cancelling the ſaid recited Copy of Court-roll. *In Witneſs*, &c.

A Counter

A Counter-Security againſt a Bond, by Demiſe for 21 Years.

THIS *Indenture* made, *&c. Between* R. L. of, *&c.* of the one Part; and J. B. of, *&c.* of the other Part. *Whereas* the ſaid J. B. at the ſpecial Inſtance and Requeſt, and for the proper Debt of the ſaid R. L. is in and by one Bond or Obligation, bearing even Date with theſe Preſents, become bound with the ſaid R. L. unto T. M. of, *&c.* in the penal Sum of, *&c.* conditioned for Payment of, *&c.* in and upon, *&c.* as by the ſaid Obligation and Condition thereof may appear. *Now this Indenture witneſſeth*, That for counter-ſecuring and ſaving harmleſs the ſaid J. B. his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, of and from the Payment of the ſaid, *&c.* and of and from all Damage and Loſs that ſhall or may happen unto him or them, for or by reaſon of the Non-payment thereof; And for and in Conſideration of the Sum of 5 *s.* of, *&c.* to the ſaid R. L. in Hand paid by the ſaid J. B. the Receipt whereof he doth hereby acknowledge; He the ſaid R. L. *Hath* demiſed, granted, bargained and ſold, and by theſe Preſents doth demiſe, *&c.* unto the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the Premiſſes, and of every Part and Parcel thereof; and all Rents, Services and Profits thereunto incident and belonging: *To have and to hold* the ſaid Meſſuage, Lands, Tenements, Hereditaments,

ments, and all and ſingular other the Premiſſes hereby demiſed, or mentioned to be demiſed, with their and every of their Appurtenances, unto the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, from the Day of the Date hereof, for and during the Term of 21 Years from thence next following, and fully to be compleat and ended, without Impeachment of or for any manner of Waſte. *Provided* always, and it is covenanted, granted, concluded and agreed, by and between the ſaid Parties to theſe Preſents, That if the ſaid R. L. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid T. M. his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, *&c.* in and upon, *&c.* according to the Condition of the ſaid recited Obligation; and do and ſhall upon or before, *&c.* deliver, or cauſe to be delivered, unto the ſaid J. B. his Executors or Adminiſtrators, the ſaid Obligation to be cancelled: That then this preſent Indenture, and the Term and Eſtate hereby made and granted, ſhall ceaſe, determine and be void; any Thing hercin contained to the contrary notwithſtanding. *And* the ſaid R. L. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid R. L. his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid T. M. his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* in and upon, *&c.* according to the true Intent

and

and Meaning of theſe Preſents. *And* the ſaid R. L. for himſelf, his Heirs, Executors and Adminiſtrators, doth alſo covenant, promiſe and grant, to and with the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, That he the ſaid R. L. at the Time of the Sealing and Delivery of theſe Preſents, is lawfully, rightfully and abſolutely ſeized of and in *All* and ſingular the Premiſſes hereby demiſed, or mentioned to be demiſed, with their and every of their Appurtenances, of a good, pure, abſolute and indefeaſible Eſtate of Inheritance in Fee-Simple: *And* hath good Right, full Power and lawful Authority in himſelf to demiſe, grant, bargain and ſell the ſame Premiſſes, and every Part and Parcel thereof, unto the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, for the ſaid Term of 21 Years, in Manner and Form aforeſaid: *And alſo*, That in caſe Default ſhall be made by the ſaid R. L. his Heirs, Executors, Adminiſtrators or Aſſigns, of or in Payment of the ſaid Sum of, *&c.* in ſuch Manner as the ſame is herein before covenanted to be paid; That then, and at all Times thenceforth during the ſaid Term of 21 Years, he the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy, *All* and ſingular the ſaid Premiſſes hereby demiſed, or mentioned to be demiſed, and receive and take the Rents, Iſſues and Profits thereof to his and their own Uſe, without any Let, Trouble, Denial, Hindrance or Interruption of or by the ſaid R. L. his Heirs or Aſſigns, or any other Perſon or Perſons whatſoever: *And* free and clear, and freely and clearly acquited and diſcharged,

of

of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Entails, Eſtates, Leaſes, Rights, Titles, Rents, Arrearages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Judgments, Recognizances, Statutes Merchant and of the Staple, Extents, Executions, Charges, Troubles and Incumbrances whatſoever. *And* the ſaid R. L. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth further covenant, promiſe and grant to and with the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That in caſe Default ſhall be made by the ſaid R. L. his Heirs, Executors, Adminiſtrators or Aſſigns, in Payment of the ſaid Sum of, *&c.* in ſuch manner as the ſame is herein before covenanted to be paid as aforeſaid; That then and at any Time after ſuch Default made, he the ſaid R. L. his Heirs, and Aſſigns, and all and every other Perſon and Perſons, having or lawfully claiming any Eſtate, of, in or to the ſaid Premiſſes hereby demiſed, or mentioned to be demiſed, or any Part thereof, ſhall and will at the reaſonable Requeſt, and Coſts and Charges in the Law of the ſaid J. B. his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other Act and Acts, Thing and Things, for the further, better and more perfect Aſſuring and Conveying of all and ſingular the ſaid Premiſſes, with the Appurtenances, unto the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, for and during the Term hereby granted, or mentioned to be granted; as by the ſaid J. B. his Executors, Adminiſtrators or Aſſigns, or his

or

or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *In Witneſs*, &c.

An Aſſignment or Security of a Meſſuage, &c. *In Truſt, for raiſing Money to pay off a Bond, entered into by the Aſſignee with the Aſſignor, and to raiſe other Money*, &c.

THIS *Indenture* made, *&c. Between* G. A. of, *&c.* of the one Part; and C. D. of, *&c.* of the other Part. *Whereas* S. T. of, *&c.* by Indenture of Leaſe, bearing Date, *&c.* for the Conſiderations therein mentioned, did grant and demiſe unto the ſaid G. A. *All* that Meſſuage, *&c.* and alſo, *&c. To hold* to the ſaid G. A. his Executors, Adminiſtrators and Aſſigns, for and during the Term of, *&c.* Years, if, *&c.* ſhould ſo long live, at and under the yearly Rent of, *&c.* as in and by the ſaid Indenture, Relation being thereunto had, may more at large appear. *And whereas* the ſaid C. D. in and by one Bond or Obligation, bearing Date, *&c.* at the Requeſt, and for the only proper Debt of the ſaid G. A. became bound with him the ſaid G. A. unto B. L. of, *&c.* in the penal Sum of, *&c.* conditioned for the Payment of, *&c.* unto the ſaid B. L. his Executors, Adminiſtrators or Aſſigns, at a certain Time limited therein, as by the ſaid Bond and Condition thereof, Relation being thereunto had more at large appears. *Now this Indenture witneſſeth*, That for the Raiſing of Money for paying and diſcharging of the ſaid recited Bond, and for the ſaving and keeping harmleſs and indemnified the ſaid C. D his Heirs, Executors and Adminiſtrators, of and from

from the ſaid Bond, and all Actions, Suits, Charges, Coſts and Damages touching or concerning the ſame, and for and in Conſideration of the natural Love and Affection which he the ſaid G. A. hath and beareth towards his Son W. A. and for raiſing of Money for the Maintenance and Advancement of the ſaid W. A. *&c.* and in Conſideration of the Sum of 5 *s.* to him in Hand paid by the ſaid C. D. He the ſaid G. A. *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth fully, clearly and abſolutely Grant, Bargain, Sell, *&c.* unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, *All* that the aforementioned Meſſuage, *&c.* and other the Premiſſes, in and by the ſaid recited Indenture of Leaſe, granted with the Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Claim and Demand whatſoever of him the ſaid G. A. of, in and to the ſame by Force, Virtue or Means of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever, together with the ſaid recited Indenture; *To have and to hold* the ſaid Meſſuage and Premiſſes hereby aſſigned or mentioned, or intended to be hereby aſſigned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of, *&c.* yet to come and unexpired, if the ſaid, *&c.* ſo long live; *Upon Truſt*, and to the Intent and Purpoſe, that he the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, ſhall and may receive and take, all and ſingular

the Rents, Iſſues and Profits of the ſaid hereby aſſigned Premiſſes, during all the Reſidue of the ſaid Term of, *&c.* determinable as aforeſaid, and in the firſt Place, apply the ſame from Time to Time, for or towards the Payment and Diſcharge of the principal Money, and Intereſt now due, or which ſhall grow due, upon the ſaid recited Bond or Obligation, together with all ſuch Coſts, Charges, Expences and Damages, which the ſaid C. D. his Executors or Adminiſtrators, ſhall or may be put unto, expend, lay out, or ſuffer, for, or by reaſon of or relating to the ſaid Bond or Obligation, or the Money thereby payable, or by reaſon of any Act, Matter or Thing, that ſhall be done by him or them, in Purſuance of theſe Preſents, or the Truſts hereby repoſed in him or them; *And* upon the further Truſt to apply and diſpoſe of the Remainder of the Rents, Iſſues and Profits of the ſaid hereby aſſigned Premiſſes, for or towards the putting or placing forth the ſaid W. A. Apprentice, to ſuch Trade or Profeſſion as to the ſaid C. D. *&c.* ſhall ſeem fit and convenient, or otherwiſe, to apply the ſame in the Education, Maintenance and Advancement of the ſaid W. A. *&c.* during all ſuch Part of the ſaid Term of, *&c.* as he the ſaid W. A. ſhall happen to Live; *And* in caſe the ſaid W. A. ſhall happen to Die before the Expiration of the ſaid Term, and the ſaid G. A. his Father ſhall ſurvive him, then in Truſt, to apply and diſpoſe of the ſaid Remainder of the ſaid Rents, Iſſues and Profits of the ſaid hereby aſſigned Premiſſes, to and for the only proper Uſe and Behoof of the ſaid G. A. during all ſuch Part

of the Reſidue of the ſaid Term, which ſhall be then to come and unexpired, as he the ſaid G. A. ſhall happen to Live: *And* in caſe the ſaid W. A. and G. A. ſhall both happen to Die, before the End and Expiration of the ſaid Term, then in Truſt, to apply and diſpoſe of the ſaid Remainder of the ſaid Rents, *&c.* to and for the Uſe and Behoof of the Executors and Adminiſtrators of the ſaid G. A. or whom he ſhall by Deed direct and appoint, *&c.* during all ſuch Part of the Reſidue of the ſaid Term, which ſhall be then to come and unexpired, and for none other Truſt, Uſe or Intent whatſoever: *And* the ſaid G. A. for himſelf, his Executors and Adminiſtrators, and every of them, doth covenant, promiſe and grant, to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid G. A. hath good Right, full Power, and lawful Authority, to grant, bargain, ſell, aſſign and ſet over, the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid: *And* that he the ſaid G. A. hath not done, committed, or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Reaſon or Means whereof the ſaid Premiſſes hereby aſſigned, or any Part thereof, is, are, ſhall or may be charged or incumbered in Title, Eſtate, or otherwiſe howſoever. *In Witneſs*, &c.

A Grant of Lands, as a Security for holding other Land purchas'd, clear of Incumbrances of Statutes, Judgments, &c. and on Eviction from the Land purchas'd, to enjoy the Premiſſes hereby granted.

THIS *Indenture* made, *&c. Between* A. B. of, *&c.* of the one Part; and C. D. of, *&c.* of the other Part. *Whereas* the ſaid C. D. hath lately purchaſed to him and his Heirs, of the ſaid A. B. all that Meſſuage or Tenement, ſituate, *&c.* with the Appurtenances, *&c.* for the Sum of, *&c.* to him the ſaid A. B. paid by the ſaid C. D. And it appears that the Premiſſes ſo purchaſed by the ſaid C. D. are ſubject to ſeveral Incumbrances (that is to ſay) one Recognizance in Nature of a Statute Staple, bearing Date, *&c.* taken and acknowledged, *&c.* wherein the ſaid A. B. became bound unto, *&c.* in the penal Sum of, *&c.* And one other Recognizance, *&c. And whereas*, by the Contract of the ſaid Purchaſe, it was contracted and agreed, that the ſaid C. D. and his Heirs, ſhould hold and enjoy the ſaid Meſſuage or Tenement and Premiſſes above recited, free of and from all Charges and Incumbrances whatſoever, and that he the ſaid A. B. his, *&c.* ſhould and would give Security therefore to the ſaid C. D. *Now this Indenture witneſſeth*, That the ſaid A. B. in Purſuance of the ſaid Contract and Agreement, and for and in Conſideration of the Sum of, *&c. Hath* granted, bargained, ſold and aſſigned, and by theſe Preſents doth grant, bargain, *&c.* unto the ſaid C. D. *All* that Piece or Parcel of Land of, *&c.* containing, *&c.* with the Appurtenances, and all the Eſtate, Right, Title, Intereſt,

Claim and Demand whatſoever, of him the ſaid A. B. of, in and to the ſame, and of, in and to every Part thereof; *To have and to hold* the ſaid Premiſſes hereby granted and aſſigned, with the Appurtenances, unto the ſaid C. D. his Executors and Adminiſtrators, from henceforth for and during all the Term of, *&c.* to come and unexpired: *Provided* always, and it is declared and agreed, by and between the ſaid Parties to theſe Preſents, that if the ſaid C. D. his Heirs and Aſſigns, do and ſhall peaceably and quietly have, hold and enjoy the ſaid Meſſuage and Premiſſes herein before mentioned to be purchaſed by the ſaid C. D. of and from the ſaid A. B. freed and diſcharged, or from Time to Time ſaved and kept harmleſs, and indemnified of and from the ſaid ſeveral Statutes, and all Judgments and other Charges and Incumbrances whatſoever, had, made, done or committed by the ſaid A. B. or any Perſon or Perſons lawfully claiming or to claim, in, by, from or under him, that then theſe Preſents, and the Grant and Aſſignment hereby made ſhall ceaſe and be void: *And* that it ſhall and may be lawful to and for the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, to receive and take the Rents and Profits of the Premiſſes hereby aſſigned, without the Let, Suit, Trouble, Moleſtation or Interruption of the ſaid C. D. his Heirs, Executors, Adminiſtrators or Aſſigns, or any claiming, or to claim by, from or under him, them, or any of them, in the mean Time, and until the ſaid C. D. his Heirs or Aſſigns, or ſome or one of them ſhall by reaſon of the ſaid Statutes, Judgments, Charges or Incumbrances of the ſaid A. B.

or ſome of them, or ſome Proceedings to be thereupon had, be lawfully evicted and ejected out of, and from the peaceable Poſſeſſion of the purchaſed Premiſſes above-mentioned; *And* the ſaid A. B. doth for himſelf, his Executors and Adminiſtrators, covenant, grant and agree to and with the ſaid C. D. his Heirs, Executors, Adminiſtrators and Aſſigns, That if the ſaid C. D. his Heirs or Aſſigns, or any of them, ſhall by reaſon of the ſaid Incumbrances, or any of them, or any Proceedings thereupon, be lawfully evicted out of the Poſſeſſion and Enjoyment of the ſaid purchaſed Premiſſes, at any Time before the End of the ſaid Term of, *&c.* Years, it ſhall and may be lawful to and for the ſaid C. D. his Heirs, Executors, *&c.* peaceably and quietly to have, hold, poſſeſs and enjoy the ſaid hereby aſſigned Premiſſes, during all the then Reſidue of the ſaid Term, without the Moleſtation or Interruption of the ſaid A. B. or any claiming or to claim, by from or under him: *And further* that the ſaid A. B. his Executors and Adminiſtrators, ſhall and will from Time to Time, ſubject to the Proviſo aforeſaid, upon the Requeſt, and at the proper Coſts and Charges of the ſaid C. D. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further Acts and Aſſurances in the Law whatſoever, for the better and more perfect Aſſigning and Aſſuring of the ſaid Premiſſes, intended to be hereby granted and aſſigned unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and Reſidue of the ſaid Term of, *&c.* then to come

come and unexpired, as by his or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required. *In Witneſs*, &c.

A Security for Payment of Annuities, by way of Aſſignment of a Leaſe of a Houſe, for Term of Years; with ſpecial Covenants for Payment of Rent, and for inſuring the Meſſuage from Fire, to ſuch a Value, &c.

THIS Indenture made, *&c. Between* W. P. Citizen and Mercer of *London*, of the one Part; and H. W. Citizen and Merchant-Taylor of *London*, of the other Part. *Whereas* J. C. Citizen and Grocer of *London*, in and by his Indenture of Leaſe under his Hand and Seal, bearing Date, *&c.* and made or mentioned to be made between the ſaid J. C. of the one Part, and the ſaid W. P. of the other Part, for the Conſiderations therein mentioned, *Did* demiſe, grant, and to Farm-let unto the ſaid W. P. *All* that Meſſuage, *&c. To hold* unto the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture, for and during the full End and Term of 50 Years from thence next enſuing, and fully to be compleat and ended, *At* and under the Rent of one Pepper-Corn for and during the firſt Year of the ſaid Term, and at and under the yearly Rent or Sum, *&c.* payable quarterly as therein is mentioned, for and during the Remainder of the ſaid Term; as in and by the ſaid recited Indenture of Leaſe may more fully and at large appear. *Now this Indenture witneſſeth*, That the ſaid W. P. for and in Conſideration of the Sum of, *&c.* to him in

Hand paid by the ſaid H. W. the Receipt whereof he doth hereby acknowledge, *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, *&c.* unto the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage or Tenement, and all other the Premiſſes therein or thereby demiſed, with their and every of their Appurtenances, and every Part and Parcel thereof; and the Reverſion and Reverſions, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes; and alſo all the Eſtate, Right, Title, Intereſt, Benefit, Claim and Demand whatſoever, which he the ſaid W. P. hath, may, might, ſhould or ought to have, or can or may claim, of, in or to the ſaid Meſſuage or Tenement, and Premiſſes, by Force of the ſaid recited Indenture, or by any other Ways or Means whatſoever; *To have and to hold* the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, with their Appurtenances, and every Part and Parcel thereof, unto the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, from the Day of the Date hereof, for and during all the Reſt and Reſidue of the ſaid Term of 50 Years in and by the ſaid recited Indenture of Leaſe granted, yet to come and unexpired; if he the ſaid H. W. and M. his Wife, or either of them, ſhall happen ſo long to live. *And* the ſaid W. P. for himſelf, his Executors and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, That the ſaid recited Indenture of Leaſe at the Time of the Sealing and Delivery of theſe Preſents,

Preſents, is a good and ſufficient Leaſe in the Law; and is and ſtandeth in full Force and Effect unforfeited and unſurrendred: *And* that he the ſaid W. P. hath in himſelf good Right, full Power and lawful Authority, to grant, bargain, aſſign and ſet over the ſame unto the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid. *Provided* always, and upon Condition nevertheleſs, That if the ſaid W. P. his Executors or Adminiſtrators, or any of them, do and ſhall yearly, and every Year, for and during the natural Lives of them the ſaid H. W. and M. his Wife, and the Life of the longeſt Liver of them, well and truly pay, or cauſe to be paid, unto the ſaid H. W. his Executors, Adminiſtrators or Aſſigns, the Annuity or yearly Sum of 10 *l.* of, *&c.* at the four moſt uſual Feaſts or Terms in the Year, (that is to ſay), *&c.* or within One and twenty Days next after every of the ſaid Feaſts, by even and equal Portions; the firſt Payment thereof to begin and be made at, *&c.* next enſuing the Date hereof, without any Deduction or Abatement out of the ſame, for or by reaſon of any Taxes, Charges, Aſſeſſments or Impoſitions whatſoever, either ordinary or extraordinary; That then this preſent Indenture, and every Thing herein contained, ſhall ceaſe, determine and be void; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid W. P. for himſelf, his Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid

ſaid W. P. his Executors or Adminiſtrators, ſhall and will yearly, and every Year, during the natural Lives of them the ſaid H. W. and M. his Wife, and the Life of the longeſt Liver of them, well and truly pay, or cauſe to be paid, unto the ſaid H. W. his Executors, Adminiſtrators or Aſſigns, the ſaid Annuity or yearly Sum of 10 *l.* of, *&c.* on the ſaid Feaſts or Days of Payment above-mentioned, or within One and twenty Days next after the ſame, in manner as the ſame is herein before expreſſed and reſerved, free and clear of and from any Deduction or Abatement whatſoever as aforeſaid, according to the Proviſo or Condition aforeſaid, and the true Intent and Meaning of theſe preſents: *And* that if Default ſhall happen to be made, of or in the Payment of the ſaid Annuity or yearly Sum of 10 *l.* or any Part thereof, on any the Feaſt-Days aforeſaid, or above the Space of One and twenty Days next after the ſame, contrary to the Proviſo or Condition aforeſaid; That then the ſaid H. W. his Executors, Adminiſtrators or Aſſigns, ſhall and may from Time to Time, and at all Times, after ſuch Default, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during all the Reſt and Reſidue of the ſaid Term of 50 Years in and by the ſaid recited Indenture of Leaſe granted, which ſhall be then to come and unexpired, without any the Let, Suit, Trouble, Eviction, Ejection, Moleſtation or Interruption of or by him the ſaid W. P. his Executors or Adminiſtrators, or

of

of or by any other Perſon or Perſons whatſoever; *And* that freed and diſcharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Aſſignments, Surrenders, Forfeitures, Re-entries, Rents, Arrearages of Rents, and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever; (The Rent and Covenants reſerved and contained in and by the ſaid recited Indenture of Leaſe, which from and after Breach of the Proviſo or Condition herein before mentioned and contained on the Tenants or Leſſees Part and Behalf, ſhall grow due to be paid and performed excepted.) *And alſo*, That he the ſaid W. P. his Executors or Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, until Default ſhall be made of or in Payment of the ſaid Annuity or yearly Sum of 10 *l.* contrary to the Proviſo or Condition above-mentioned, well and truly pay, or cauſe to be paid, the ſaid yearly Rent of, *&c.* in and by the ſaid recited Indenture of Leaſe reſerved, as the ſame ſhall become due and payable, according to the Reſervation thereof, and ſave, defend and keep harmleſs the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, of and from the ſame, and every Part thereof: *And alſo*, That he the ſaid W. P. his Executors or Adminiſtrators, ſhall and will within the Space of three Months next enſuing the Date of theſe Preſents, at his or their own proper Coſts and Charges, cauſe the ſaid Meſſuage or Tenement, and Premiſſes, to be inſured at one of the uſual Offices of *Inſuring Houſes from Fire*, in ſuch manner as the full Sum of 100 *l.* ſhall be ſecured to be

be paid, in caſe and as often as the ſaid Meſſuage or Tenement ſhall be burnt or demoliſhed by Fire; and the ſame ſhall and will renew and continue inſured, in manner as aforeſaid, from Time to Time, as often as the Policy or Policies of Inſurance for the ſame ſhall determine and expire. *And further*, That he the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid H. W. make, do and execute, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, for the further, better, and more perfect and abſolute Aſſuring, Conveying and Confirming of the ſaid Meſſuage or Tenement, and Premiſſes above-mentioned, and every Part and Parcel thereof, unto the ſaid H. W. his Executors, Adminiſtrators and Aſſigns, for the Securing and Sure-making of the ſaid Annuity or yearly Sum of 10 *l.* to be paid during the natural Lives of them the ſaid H. W. and M. his Wife, and the Life of the longeſt Liver of them, in manner as is herein before mentioned, according to the true Intent and Meaning of theſe Preſents; as by the ſaid H. W. his Executors or Adminiſtrators, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, It is agreed and declared by and between the ſaid Parties to theſe Preſents, That until Default ſhall be made of or in Payment of the ſaid Annuity or yearly Sum of 10 *l.* contrary to the Proviſo or Condition aforeſaid,

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he the ſaid *W. P.* his Executors or Adminiſtrators, ſhall or lawfully may have, hold and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and receive and take the Rents and Profits thereof, to his and their own Uſe and Uſes, without any the lawful Let, Suit, Trouble or Interruption, of or by the ſaid *H. W.* his Executors, Adminiſtrators or Aſſigns. *In Witneſs*, &c.

A Mortgage of ſeveral Manors, Lordſhips and Boroughs, &c. *made as a Security againſt an Annuity of* 400 l. per Annum, *and a Mortgage for* 4000 l. *and other Incumbrances, on an Eſtate purchaſed.*

THIS *Indenture Quinquepartite*, made, *&c. Between* the Right Honourable *T.* Lord *W.* of, *&c.* of the firſt Part; the Right Honourable *W. H.* Eſq; (commonly called the Lord M.) and the Right Honourable Sir *J. T.* Kt. of the ſecond Part; Sir *G. M.* of, *&c.* Baronet, and Sir *W. H.* of, *&c.* Baronet of the third Part; *D. W.* of, *&c.* Eſq; and *R. L.* of, *&c.* Gent', of the fourth Part; and *J. M.* of, *&c.* Merchant of the fifth Part. *Whereas*, *&c.* (Recite a Mortgage to *T.* Earl of *P. &c.* for 4000 *l.* and a grant of an Annuity of 400 *l.* out of the Premiſſes,) *And whereas* the ſaid 4000 *l.* ſecured in and by the ſaid recited Indenture to the ſaid *T.* Earl of *P.* and the ſaid Ladies *K. R.* and *A. H.* together with the Intereſt thereof, is fully paid and ſatisfied: *And whereas* the ſaid *J. M.* having contracted with the ſaid Lord *W.* for the abſolute Purchaſe of the Fee-ſimple, and Inheritance of the Manors and Lordſhips of, *&c.* with their Rights, Members

bers and Appurtenances, in the ſaid recited Indenture granted, for the Sum of, &c. and that free from all Incumbrances: *And whereas* in Purſuance of that Contract, he the ſaid Lord *W.* together with the Lady *C.* his Wife, and the ſaid *W. H.* Sir *J. T.* Sir *G. M.* Sir *W. H. D. W.* and *R. L.* have by Indentures of Leaſe and Releaſe, bearing Date, &c. laſt paſt, granted and conveyed the ſaid laſt mentioned Manors, Lordſhips and Premiſſes ſo contracted for as aforeſaid, to the ſaid *J. M.* and his Heirs: *And whereas*, upon making the ſaid Contract, it was agreed between the ſaid Lord *W.* and the ſaid *J. M.* that the Manor and Lordſhips herein after mentioned, ſhould be made a Collateral Security to the ſaid *J. M.* to protect him and the ſaid purchaſed Manors and Premiſſes againſt the ſeveral Incumbrances herein above recited: *Now this Indenture witneſſeth*, That the ſaid Lord *W.* in Purſuance, and Part of Performance of the ſaid Contract, and to the End the ſaid *J. M.* may hold and enjoy the Manors and Lordſhips to him granted and conveyed as aforeſaid, acquitted and freed from the Payment as well of the ſaid 400 *l. per Annum*, to the ſaid *T.* Earl of *P.* and the Arrears thereof, as from the Payment of ſo much of the ſaid 4000 *l.* and Intereſt thereof as yet remains unpaid; (If any ſuch there be) *And* the ſaid *W. H.* Sir *J. T.* Sir *G. M. D. W.* and *R. L.* in Purſuance and Part of Performance of the Truſt in them repoſed, by the ſaid *T.* Earl of *P.* and his ſaid Siſters; and in Conſideration alſo of the Sum of 10 *s.* of, &c. to them the ſaid Lord *W. W. H.* Sir *J. T.* Sir *G. M. D. W.* and *R. L.* in Hand paid by the ſaid *J. M.* the Receipt whereof they do hereby

by acknowledge; *They* the ſaid Lord W. *&c. Have* and every and either of them hath granted, bargained and ſold; and by theſe Preſents do, and every and either of them doth grant, *&c.* unto the ſaid *J. M. All* thoſe the ſeveral Lordſhips, and Boroughs of, *&c.* with their and every of their Rights, Members and Appurtenances in the ſaid County of, *&c. And alſo* All thoſe the ſeveral Manors or Lordſhips of, *&c.* with their and every of their Rights, Members and Appurtenances in the ſaid County of, *&c.* And all and ſingular Meſſuages, Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Yards, Backſides, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, Rectories, Tithes, Ways, Waſtes, waſte Grounds, Commons, Common of Paſture, Moors, Marſhes, Woods, Underwoods, Wood Grounds, Waters, Watercourſes, Ponds, Pools, Liberties, Fiſhings, Fines, Amerciaments, Courts-Leet, Courts-Baron, View of Frank-pledge, and all that to View of Frank pledge doth belong, Rents, Services, Perquiſites and Profits of Courts, and Leets, Waifes, Eſtrays, Goods and Chattels, Of Felons and Fugitives, Cuſtoms, Rights, Juriſdictions, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, to the ſaid ſeveral Manors, Lordſhips and Burroughs, or any or either of them, or any Part or Parcel of them, or either of them belonging, or in any wiſe appertaining, or therewithal at any time heretofore held, uſed, occupied or enjoyed, or accepted, reputed, deemed and taken as Part, Parcel or Member of the ſaid Manors, Lordſhips and Premiſſes, or any or either of them;

And

And alſo The Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, and every Part and Parcel thereof; *To have and to hold* the ſaid ſeveral Manors, Lordſhips, Boroughs, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes hereby granted, or mentioned or intended to be hereby granted, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *J. M.* his Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years next and immediately enſuing, and fully to be compleat and ended; *Yielding* and paying therefore yearly during the ſaid Term, one Pepper-Corn in and upon the Feaſt of St. *Michael* the Archangel, (only if demanded.) *Provided* always, and it is agreed by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning hereof, alſo is, and it is hereby ſo declared, That in caſe the ſaid *T.* Earl of *P.* do and ſhall, within the Space of 2 Years next coming, releaſe, acquit and diſcharge as well the ſaid *J. M.* his Heirs and Aſſigns, as the ſaid ſeveral Manors, Lands and Premiſſes by him purchaſed as aforeſaid, of and from the ſaid Annuity of 400 *l. per Annum*, and all Arrearages due, and to grow due for the ſame. And alſo, If the ſaid Sir *W. H.* his Executors and Adminiſtrators do and ſhall, within the Time aforeſaid, by ſuch good Conveyances in the Law as the Counſel of the ſaid *J. M.* ſhall reaſonably Adviſe, Aſſign the Remainder of the ſaid Term of 500 Years, of and in the ſaid ſeveral Manors and Lands by him the ſaid *J. M.* purchaſed as aforeſaid, To ſuch Perſons, and in ſuch Manner and Form, as he

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the ſaid *J. M.* ſhall for that purpoſe Direct and Appoint. *And* alſo if the ſaid *J. M.* his Heirs and Aſſigns ſhall and may in the mean Time, and until ſuch Releaſe and Aſſignment ſhall be made as aforeſaid, peaceably and quietly hold and enjoy *All* and ſingular the ſaid ſeveral Manors, Lordſhips and Premiſſes by himpurchaſed as aforeſaid, with their and every of their Rights, Members and Appurtenances clear and freed from the Payment of the ſaid Annuity of 400 *l. per Annum*, and the Arrears thereof, and all Actions, Suits and Diſtreſſes for Non-payment thereof; *And* likewiſe acquitted and freed from the Payment of the ſaid 4000 *l.* and the Intereſt thereof, and all Entries, Actions and Suits to be brought for Recovery thereof: *And* alſo if the ſaid Lord *W.* and his Heirs do, and ſhall, at all Times hereafter, until ſuch Releaſe and Aſſignment ſhall be made as aforeſaid, well and ſufficiently ſave harmleſs and keep indemnified the ſaid *J. M.* his Heirs and Aſſigns, and his and their Tenants, of and from all Entries, Actions, Suits, Coſts, Expences and Damages whatſoever, that may be brought againſt, or happen to him, them, or any of them, for or by reaſon of the ſaid Annuity of 400 *l. per Annum*, or for or by reaſon of the Non-payment of the ſaid 4000 *l.* or any Intereſt thereof, or any thing relating thereunto, That then and from thenceforth theſe Preſents, and every thing herein contained, ſhall ceaſe, determine, and be utterly void; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid Lord *W.* doth by theſe Preſents for himſelf, his Heirs and Aſſigns covenant and

grant, to and with the ſaid *J. M.* his Heirs, Executors, Adminiſtrators and Aſſigns, That he the ſaid *J. M.* his Executors, Adminiſtrators and Aſſigns ſhall and may from Time to Time, and at all Times, from and after Default ſhall be made, in Performance of the Proviſo or Condition herein contained, for and during the Remainder of the ſaid Term of 1000 Years hereby granted, which ſhall be then to come, and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy *All* and Singular the ſaid Manors, Lordſhips, Boroughs, Lands, Tenements, Hereditaments and Premiſſes above-mentioned to be hereby granted, and every Part and Parcel of them, with their and every of their Rights, Members and Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of them the ſaid Lord *W.* and the Lady *C.* his Wife, their Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever, claiming, or to claim by, from or under them, or any of them, or by, from or under the ſaid, *&c.* deceaſed. *And alſo*, That they the ſaid Lord *W.* and the ſaid *W. H.* Sir *J. T.* Sir *G. M.* Sir *W. H. D. W.* and *R. L.* and every and either of them, their and every and either of their Heirs, Execu- and Adminiſtrators, and all and every other Perſon and Perſons, any thing having or claiming, in, to or out of any the Manors, Lordſhips, Burroughs, Lands and Tenements above mentioned, to be hereby granted, or any Part or Parcel thereof, by, from or under them, or any of them, or by, from or under the ſaid, *&c.* ſhall and will at any Time or Times, after Default ſhall be made, in Performance

of the Proviſo or Condition herein contained, at the Requeſt of the ſaid *J. M.* his Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever, for the further, better, and more perfect granting, conveying and aſſuring of *All* and ſingular the ſaid Manors, Lordſhips, Burroughs and Premiſſes above-mentioned to be hereby granted, and every Part and Parcel thereof, with their and every and either of their Rights, Members and Appurtenances, to the ſaid *J. M. To hold* to him, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years hereby granted, which ſhall be then to come and unexpired, ſubject to the Proviſo or Condition herein contained; as by the ſaid *J. M.* his Heirs, Executors, Adminiſtrators or Aſſigns, or his, or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And* each of them the ſaid *W. H.* Sir *J. T.* Sir *G. M. D. W.* and *R. L.* doth by theſe Preſents, for himſelf ſeverally and apart, and not jointly, neither one for the other, nor for the Acts of each other, covenant and grant, to and with the ſaid *J. M.* his Heirs and Aſſigns, That they the ſaid *W. H. &c.* have not, nor either of them hath made, done, committed, executed or ſuffered any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Manors, Lordſhips, Boroughs and Premiſſes here-

by granted, or any or either of them, or any Part or Parcel of them, or any or either of them, are, is, ſhall or may be charged or incumbred in Title, Eſtate, or otherwiſe howſoever. *And laſtly*, It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents; and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Performance of the Proviſo or Condition herein contained, he the ſaid Lord *W.* his Heirs and Aſſigns, ſhall and may have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Manors, Lordſhips, Boroughs, Lands, Tenements and Premiſſes hereby granted, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, and the Rents, Iſſues and Profits thereof to receive, and take to his and their own proper Uſe and Benefit; any thing herein contained to the contrary thereof, in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage to ſecure Lands ſettled in Jointure, from Portions payable thereout to younger Children of the Husband's Father, by Virtue of his Will, with Recital of the Will and Settlement of Lands in Fee, and of Lands held for Term of Years, &c.

THIS *Indenture* made, *&c. Between* W. A. of, *&c.* Son and Heir of W. A. the Elder, late of, *&c.* of the one Part, and A. H. of, *&c.* and L. H. of, *&c.* of the other Part: *Whereas* the ſaid W. A. the Elder, made his laſt Will and Teſtament in Writing, bearing Date on or about, *&c.* And therein and thereby gave and bequeathed unto his Son and

Daughters, T. A. E. A. M. A. and A. A. 200 *l.* a-piece of, *&c.* to be paid unto them at their reſpective Ages of twenty-one Years, or Days of Marriages, which ſhould firſt happen, in caſe they married with the Conſent of their Mother. And if any, or either of his ſaid Children T. A. *&c.* ſhould happen to die before he, ſhe, or they attained their Age of twenty-one Years, or be married, then, and in ſuch Caſe he gave and bequeathed the Legacy of 200 *l.* of him, her or them ſo dying, unto the Survivors and Survivor of them, to be equally divided between them; and thereby declared his Will and Meaning to be, that his Son, the ſaid W. A. the Younger, ſhould ſatisfy and pay unto his ſaid Children, T. A. *&c.* the Sum of 8 *l.* a-piece, yearly, towards their Maintenance and Education, until their reſpective Legacies of 200 *l.* a-piece ſhould become due and payable to them reſpectively; and that his Will further was, that the ſame ſhould be paid unto them out of his perſonal Eſtate, and alſo the Rents, Iſſues and Profits of ſuch his real Eſtate, as would come to his ſaid Son W. A. at his Death, and conſtituted and appointed his ſaid Son W. A. Executor of his ſaid Will, as thereby may appear. *And whereas* the ſaid W. A. the Younger, being ſeiſed in Fee-ſimple, as Son and Heir of the ſaid W. A. the Elder, of and in the Meſſuages and Premiſſes herein after-mentioned, he the ſaid W. A. the Younger, in and by certain Indentures of Leaſe and Releaſe, bearing Date, *&c.* in Conſideration of a Marriage agreed on and intended to be had and ſolemnized between him the ſaid W. A. the Younger, and A. W. Spinſter, Daughter of

the ſaid A. H. by T. W. her former Husband, deceaſed, and of 800 *l.* Portion, and for other Conſiderations, *Hath* granted and conveyed to the ſaid A. H and L. H. their Heirs and Aſſigns, *All* that Meſſuage *&c. To be had and holden* unto the ſaid A. H. L. H. *&c.* and their Heirs and Aſſigns, to the Uſes following, (that is to ſay) to the Uſe of the ſaid W. A. the Younger, and his Heirs, entil the ſaid intended Marriage ſhould be ſolemnized; and after the Solemnization thereof, *Then* to the Uſe of the ſaid W. A. the Younger, and his Aſſigns, for and during the Term of ninety-nine Years, if he ſhould ſo long live; and after the Determination of that Eſtate, *Then* to the Uſe of the ſaid A. H. *&c.* and their Heirs and Aſſigns, during the natural Life of the ſaid W. A. the Younger, for the Preſervation and Support of the contingent Remainders therein after limited; and after the Deceaſe of the ſaid W. A. the Younger, *Then* to the Uſe of the ſaid A. W. and her Aſſigns, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction and Recompence of her Dower; the Remainder to the Heirs of the Body of the ſaid A. W. by the ſaid W. A. the Younger, lawfully to be begotten; the Remainder to the ſaid W. A. his Heirs and Aſſigns for ever, as in and by the ſaid recited Indenture of Leaſe and Releaſe, will more fully appear. *And whereas* the ſaid W. A. the Younger, being by Virtue of the ſaid laſt Will and Teſtament of the ſaid W. A. the Elder, lawfully poſſeſſed and intereſted for the Remainder of a Term of ninety-nine Years, determinable on the Deaths of, *&c.* of and in *All* that, *&c.*

He

He the ſaid W. A. the Younger, in and by one other Indenture, bearing Date, *&c.* in Conſideration of the ſaid intended Marriage and Marriage Portion; and for the Increaſe and Augmentation of the Jointure of the ſaid A. W. and for other Conſiderations, *Hath* aſſigned the ſaid Premiſſes laſt mentioned, with the Appurtenances, and all his Eſtate, Term and Intereſt therein, unto the ſaid A. H. L. H. *&c.* upon Truſt, that they and the Survivor of them, and the Executors and Adminiſtrators of the ſame Survivor, ſhould and would permit and ſuffer the ſaid laſt mentioned Premiſſes, with the Appurtenances, to be held and enjoyed, and the Rents and Profits thereof to be received and taken by the Perſon or Perſons, in Manner following (that is to ſay) By the ſaid W. A. the Younger, his Executors and Adminiſtrators, until the ſaid intended Marriage ſhould be ſolemnized; and after the Solemnization thereof, *Then* by the ſaid W. A. the Younger, and his Aſſigns, during ſo many Years of the ſaid Term as he ſhould live; and after his Deceaſe, *Then* by the ſaid A. W. and her Aſſigns, during ſo many Years of the ſaid Term as ſhe ſhould live; and after her Deceaſe, *Then* by ſuch of their Children as they or the Survivor of them ſhould appoint; and in Default of ſuch Appointment; *Then* by all and every their Child and Children equally amongſt them; and for Default of ſuch Child or Children, *Then* by the Executors and Adminiſtrators of the Survivor of them, the ſaid W. A. the Younger, and A. W. as by the ſaid laſt recited Indenture will more fully appear. *Now this Indenture witneſſeth*, That the ſaid W. A.

the Younger, as well for the better ſecuring the Payment to the ſaid T. A. E. A. &c. of the ſeveral Legacies and Portions of 200 *l.* a-piece, and yearly Maintenance of 8 *l.* a-piece to them, given and bequeathed, in and by the ſaid laſt Will and Teſtament of the ſaid W. A. the Elder, their late Father, deceaſed; as for the protecting, indemnifying, and ſaving harmleſs, of all and ſingular the ſaid Premiſſes above recited, with the Appurtenances, of, from and againſt the ſame Legacies, Portions, Maintenances, and every of them, and in Conſideration alſo of 5 *s.* of, &c. to the ſaid W. A. the Younger, in Hand paid, by the ſaid A. H. the Receipt whereof the ſaid W. A. the Younger, doth hereby confeſs and acknowledge, the ſaid W. A. the Younger *Hath* granted, bargained and ſold, and by theſe Preſents doth grant, &c. unto the ſaid A. H. and L. H. all that Meſſuage, &c. *To have and to hold* all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes above-mentioned to be hereby granted, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid A. H. and L. H. their Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years, next and immediately enſuing and following, and fully to be compleat and ended; *Yielding* and paying therefore yearly, during the ſaid Term, one Pepper-Corn, in and upon the Feaſt of St. *Michael* the Arch-angel, (only if it be demanded). *Provided* always, and upon Condition nevertheleſs, that if the ſaid W. A. the Younger, his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe

cauſe to be paid unto the ſaid T. A. E. A. &c. the ſeveral Legacies and Portions of, &c. a-piece, and yearly Maintenance a-piece, above-mentioned to be by them given, and bequeathed in and by the ſaid recited laſt Will and Teſtament of the ſaid W. A. the Elder, their late Father, deceaſed, when and as the ſame ſhall become due and payable, according to the true Intent and Meaning of the ſame Will; and alſo do and ſhall, from Time to Time, and at all Times hereafter, well and ſufficiently protect, indemnify and ſave harmleſs, not only all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, to be granted, conveyed and aſſigned, in and by the ſaid ſeveral recited Indentures, and every Part and Parcel thereof, with the Appurtenances, but alſo all and every the Perſon and Perſons, who by the Purport and true Meaning of the ſame Indenture, or any or either of them, ought to hold and enjoy the ſame Premiſſes, or any Part thereof, and his and their Truſtees and Tenants thereof, of, from and againſt the ſaid Legacies, Portions and Maintenances, and every of them, and of, from and againſt all Actions and Suits, both at Law and in Equity, which ſhall or may be brought, commenced or proſecuted, for, touching and concerning the ſaid Legacies, Portions and Maintenances, or any of them, or any Part thereof, or by Reaſon or Means of the Nonpayment thereof, or any Part thereof; that then, and from thenceforth theſe Preſents, and every Thing herein contained ſhall ceaſe, determine, and be void to all Intents and Purpoſes whatſoever; any

Thing

Thing herein contained to the contrary thereof, in any wiſe notwithſtanding. *And* the ſaid W. A. the Younger, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant, to and with the ſaid A. H. and L. H. their Executors, Adminiſtrators and Aſſigns, That he the ſaid W. A. his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid T. A. *&c.* the ſaid ſeveral Legacies and Portions of 200*l.* a-piece, and yearly Maintenance of 8*l.* a-piece, above-mentioned to be to them given and bequeathed, in and by the ſaid recited laſt Will and Teſtament of the ſaid W. A. the Elder, their late Father, deceaſed, when and as the ſame ſhall become due and payable, according to the true Intent and Meaning of the ſame Will: *And* alſo ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently protect, indemnify and ſave harmleſs, all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes abovementioned, to be granted, conveyed and aſſigned, in and by the ſaid ſeveral recited Indentures, and every Part and Parcel thereof, with the Appurtenances; and alſo all and every the Perſon and Perſons, who by the Purport and true Meaning of the ſame Indentures, or either of them, ought to hold and enjoy the ſame Premiſſes, or any Part or Parcel thereof, and his and their Truſtees and Tenants thereof, from and againſt the ſaid Legacies, Portions and Maintenances, and every of them, and of, from and againſt all Actions and Suits, both at Law and in Equity, which ſhall or may be brought, commenced

menced or proſecuted, for, touching and concerning the ſaid Legacies, Portions and Maintenances, or any of them, or any Part thereof, or by Reaſon or Means of the Nonpayment thereof, or any Part thereof: *And alſo* That he the ſaid W. A. the Younger, now hath good Right, full Power, and lawful Authority, in his own Right, to grant, bargain and ſell all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, to be hereby granted, bargained and ſold, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid A. H. and L. H. their Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of 1000 Years, in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents: *And* that the ſaid A. H. and L. H. their Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years, which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes abovementioned, to be hereby granted, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid W. A. the Younger, his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever. (Here add a common Covenant for future Aſſurance to A. H. *&c.*

and

and a Covenant for the ſaid W. A. the Younger to enjoy the Premiſſes, until Default in Performance of the Proviſo). *In Witneſs*, &c.

Defeaſances.

A Defeaſance upon a Judgment obtained, as a collateral Security for Payment of Money due on Bond.

THIS *Indenture* made, *&c. Between* T. K. of, *&c.* of the one Part, and F. T. of, *&c.* of the other Part: *Whereas* the ſaid F. T. in and by one Obligation or Writing Obligatory, bearing Date, *&c.* doth ſtand bound to the ſaid T. K. in the Sum of, *&c.* conditioned for the Payment of the Sum of, *&c.* on, *&c.* as by the ſaid recited Obligation, and the Condition thereof more at large appeareth. *And whereas* the ſaid T. K. as a further Security for Payment of the ſaid Sum of, *&c.* according to the Intent and Meaning of the ſaid recited Obligation in *Eaſter* Term laſt paſt, in his Majeſty's Court of King's Bench at *Weſtminſter*, hath obtained and recovered againſt the ſaid F. T. one Judgment of, *&c.* beſides Coſts of Suit, as by the Records of the ſaid Court appeareth. *Now this Indenture witneſſeth*, That it is agreed, by and between the ſaid Parties to theſe Preſents; and the ſaid T. K. doth for himſelf, his Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid F. T. his Executors and Adminiſtrators, by theſe Preſents, That if the ſaid F. T. his Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly

truly pay, or cauſe to be paid, unto the ſaid T. K. his Executors, Adminiſtrators or Aſſigns, the aforeſaid Sum of, &c. at the Days and Times above-mentioned, in Diſcharge of the ſaid recited Obligation; that then he the ſaid T. K. his Executors or Adminiſtrators, ſhall and will, upon Requeſt, after ſuch Payment made, and at the Coſts and Charges of the ſaid F. T. his Executors or Adminiſtrators, in due Form acknowledge Satisfaction upon Record of and for the ſaid Judgment; and that he the ſaid T. K. his Executors or Adminiſtrators, ſhall not before Default of Payment ſhall be made of the ſaid Sum of, &c. at the Days and Times above-mentioned, ſue or take forth any Writ or Proceſs of Execution againſt the ſaid F. T. his Heirs, Executors or Adminiſtrators, or his or their Lands, Tenements, Goods or Chattels, or any of them, by or upon the ſaid Judgment. *In Witneſs*, &c.

A Defeaſance of a Judgment, as a Security againſt a Bond entred into with another for his Debt.

THIS *Indenture* made, &c. *Between* E. W. of, &c. of the one Part, and W. L. of, &c. of the other Part: *Whereas* the ſaid W. L. and E. W. in and by one Obligation or Writing Obligatory, do ſtand jointly and ſeverally bound to E. F. Gent. in a large Penal Sum, conditioned for the Payment of the Sum of 500 *l.* of, &c. with uſual Intereſt, at a Day now paſt; and the ſaid W. L. and E. W. in and by one other Obligation or Writing Obligatory, bearing Date, &c. do ſtand jointly and

and ſeverally bound to, &c. all which Monies are the proper Debts of the ſaid W. L. and the ſaid E. W. at the Inſtance and Requeſt of the ſaid W. L. and for his ſaid Debt, became and ſtandeth bound as aforeſaid. *And whereas* in *Trinity* Term laſt paſt, in his Majeſty's Court at *Weſtminſter*, called the King's Bench, the ſaid E. W. hath obtained and recovered againſt the ſaid W. L. one Judgment of, &c. beſides Coſts of Suit, as by the Records of the ſaid Court appeareth. *Now this Indenture witneſſeth*, That it is agreed, by and between the ſaid Parties to theſe Preſents; and the ſaid E. W. doth by theſe Preſents, for himſelf, his Executors and Adminiſtrators, covenant and grant to and with the ſaid W. L. his Executors and Adminiſtrators, That if the ſaid W. L. his Heirs, Executors, Adminiſtrators or Aſſigns, and every of them, do and ſhall at all Times hereafter, well and ſufficiently ſave, keep harmleſs and indemnified the ſaid E. W. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, of and from the ſaid ſeveral Bonds and Obligations, and every of them; and of and from all Actions, Suits, Charges and Damages whatſoever that may happen to the ſaid E. W. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, for or by Reaſon of the ſaid Bonds, or any of them; that then the ſaid E. W. his Executors or Adminiſtrators, ſhall give a ſufficient Warrant for the acknowledging Satisfaction upon Record upon the ſaid Judgment, and until the ſaid E. W. his Heirs, Executors or Adminiſtrators, ſhall be moleſted, troubled or damnified by the Occaſion aforeſaid, ſhall not ſue forth or proſecute any Manner

ner of Execution upon the ſaid Judgment againſt the ſaid W. L. his Executors or Adminiſtrators, nor againſt his or their Lands or Tenements, Goods or Chattels: But if the ſaid W. L. his Heirs, Executors or Adminiſtrators, do not at all Times hereafter well and ſufficiently ſave harmleſs the ſaid E. W. his Heirs, Executors and Adminiſtrators, of and from the Bonds aforeſaid, and all Charges, Expences and Damages whatſoever, that may happen to the ſaid E. W. his Heirs, Executors or Adminiſtrators, by Reaſon of them, and every or any of them; that then the ſaid E. W. his Executors, Adminiſtrators or Aſſigns, ſhall or may take his or their due Courſe in Law, upon the Judgment aforeſaid. *In Witneſs*, &c.

A Defeaſance of a Warrant of Attorney to confeſs Judgment.

THIS *Indenture* made, *&c. Between* N. C. of, *&c.* of the one Part, and J. G. of, *&c.* of the other Part: *Whereas* the ſaid J. G. in and by a certain Writing or Warrant of Attorney under his Hand and Seal, bearing even Date with theſe Preſents, *Hath* authoriſed and appointed Mr. S. B. Mr. T. C. and Mr. W. S. Attornies or Clerks of his Majeſty's Court of King's Bench at *Weſtminſter*, or any or either of them, or any other Attorney of the ſame Court, to confeſs or ſuffer a Judgment to be entred againſt the ſaid J. G. in the ſaid Court in *Eaſter* Term next coming, or in any other ſubſequent Term, at the Suit of the ſaid N. C. for 100 *l.* Debt, beſides Damages and Coſts of Suit, by *Nil dicit*

dicit, *non ſum informatus*, or otherwiſe; as by the ſaid recited Writing or Warrant of Attorney more at large appeareth. *Now this Indenture witneſſeth*, That the ſaid N. C. doth for himſelf, his Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid J. G. his Executors and Adminiſtrators, by theſe Preſents, That if the ſaid J. G. his Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid N. C. his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next enſuing the Date of theſe Preſents; That then in ſuch Caſe, he the ſaid N. C. his Executors or Adminiſtrators, ſhall and will immediately afterwards, upon Requeſt, deliver up, or cauſe to be delivered up to the ſaid J. G. his Executors, Adminiſtrators or Aſſigns, the ſaid recited Writing or Warrant of Attorney; and that until Failure or Default of Payment ſhall be made of the ſaid Sum of, *&c.* contrary to the Tenor or true Meaning of theſe Preſents, he the ſaid N. C. ſhall not, nor will cauſe, procure, or ſuffer the ſaid Judgment to be entred up of Record, or any Proceedings to be had upon or by Virtue of the ſaid recited Writing or Warrant of Attorney. *In Witneſs*, &c.

A Defeaſance of a Statute-Staple.

THIS Indenture made, *&c. Between F. L.* of, *&c.* of the one Part, and *J. L.* of, *&c.* of the other Part: *Whereas* the ſaid *J. L.* by one Writing or Recogniſance, in the Nature of a Statute-Staple, bearing Date the Day

Day of the Date hereof, taken and acknowledged before, &c. Lord Chief Juſtice of his Majeſty's Court of Common Pleas at *Weſtminſter*, became bound to the ſaid *F. L.* in the Sum of 1000 *l.* payable as by the ſaid Statute is expreſſed; as in and by the ſaid Statute, Relation being thereunto had, may more at large appear. *Now this Indenture witneſſeth*, That it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents; and the ſaid *F. L.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns, That if the ſaid *J. L.* his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, *Do* and ſhall, during the Space of two Years next coming, well and truly content, ſatisfy and pay, or cauſe to be paid, unto the ſaid *F. L.* his Executors, Adminiſtrators or Aſſigns, the Sum of, &c. in and upon, &c. And alſo if the ſaid *J. L.* his Executors, Adminiſtrators or Aſſigns, or any of them, *Do* and ſhall well and truly content, ſatisfy and pay, or cauſe to be paid to the ſaid *F. L.* his Executors, Adminiſtrators or Aſſigns, or ſome of them, the full Sum of, &c. in and upon, &c. then the ſaid *F. L.* his Executors, Adminiſtrators or Aſſigns, ſhall and will deliver up the ſaid Statute to the ſaid *J. L.* his Heirs, Executors, Adminiſtrators or Aſſigns, to be cancelled, made void, and vacated. *In Witneſs*, &c.

A Defeaſance of a Statute Staple on Payment of Money, according to an Indenture of Mortgage.

THIS Indenture made, *&c. Between* T. A. of, *&c.* Eſq; of the one Part, and the Right Honourable W. Lord M. Baron of, *&c.* of the other Part: *Whereas* the ſaid W. Lord M. by one Recognizance or Writing Obligatory, in Nature of a Statute-Staple, bearing Date, *&c.* now laſt paſt, taken and acknowledged before the Lord Chief Juſtice of his Majeſty's Court of Common Pleas, at *Weſtminſter*, is and ſtandeth bound unto the ſaid T. A. in the Sum of 3000 *l.* of, *&c.* payable as by the ſaid Recognizance or Statute-Staple may appear. *Now this Indenture witneſſeth*, That it is agreed by and between the ſaid Parties to theſe Preſents; and the ſaid T. A. doth by theſe Preſents, for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid W. Lord M. his Heirs, Executors, Adminiſtrators and Aſſigns, That if the ſaid W. Lord M. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, the full Sum of 1522 *l.* 10 *s.* of, *&c.* which in and by one Indenture, bearing even Date with theſe Preſents, and mentioned to be made between the ſaid W. Lord M. and, *&c.* of the one Part, and the ſaid T. A. of the other Part, is covenanted and agreed to be paid unto the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, at ſuch Days and Place,

Place, and in ſuch Sort, Manner and Form, as the ſaid, *&c.* is in and by the ſaid Indenture covenanted and agreed to be paid, according to the true Intent and Meaning of the ſaid Indenture; That then the ſaid recited Recogniſance or Writing Obligatory ſhall be void, and of none Effect, to all Intents and Purpoſes. *In Witneſs*, &c.

A Defeaſance of a Statute-Merchant, in Nature of a Condition, for Performance of Covenants.

THIS Indenture made, *&c. Between W. A.* of, *&c.* of the one Part, and *R. S.* of, *&c.* of the other Part: *Whereas* the ſaid *R. S.* by one Recognizance or Writing Obligatory, in Nature of a Statute-Merchant, bearing Date, *&c.* taken and acknowledged at, *&c.* before *A. T.* Eſq; Mayor of the ſame Town, and before *R. M.* Eſq; aſſigned Clerk for the taking of Recognizances for Debts within the ſaid Town and Borough of, *&c.* according to the Form of Statutes-Merchant, ſtandeth bound unto the ſaid *W. A.* in, *&c.* payable as by the ſaid Recognizance or Writing Obligatory may appear. *Now this Indenture witneſſeth*, That the ſaid *W. A.* is contented and doth by theſe Preſents, for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree, to and with the ſaid *R. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, That if the ſaid *R. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall, for his and their Parts, well and truly pay, obſerve, perform, fulfil and keep, *All* and ſingular the Payments, Covenants, Grants, Articles, Clauſes, Conditi-

ons and Agreements contained in one Pair of Indentures, bearing Date, &c. made between the ſaid *R. S.* of the one Part, and the ſaid *W. A.* of the other Part, which on the Part and Behalf of the ſaid *R. S.* his Heirs, Executors or Adminiſtrators, are or ought to be obſerved, performed, fulfilled and kept, according to the true Intent and Meaning of the ſaid recited Indentures; that then the ſaid recited Recognizance or Statute Merchant ſhall be utterly void and of none Effect, or elſe ſhall ſtand and abide in full Force and Virtue. *In Witneſs*, &c.

A Defeazance of a Conveyance, and of a Statute Merchant, on Payment of a Sum of Money; with a Clauſe, That if the Money be not paid, the Conveyance and Statute to be abſolute.

THIS *Indenture* made, &c. *Between* R. W. of, &c. of the one Part; and J. L. of, &c. of the other Part. *Whereas* the ſaid J. L. in and by one Statute Merchant bearing Date, &c. and acknowledged before, &c. Mayor of the City of, &c. and, &c. Keeper of the greater Part of the Seal of the Statutes Merchant within the ſaid City, and, &c. Clerk there, and Keeper of the leſſer Part of the Seal of Statutes Merchant there appointed, is become bound unto the ſaid R. W. in the Sum of, &c. payable on, &c. as in and by the ſaid Statute Merchant more fully may appear. *And whereas* the ſaid J. L. and E. his Wife, by their Indenture of Releaſe or Conveyance, bearing Date, &c. for the Conſiderations therein mentioned, *Did* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid R. W. his Heirs and Aſſigns,

Aſſigns, *All* that Meſſuage, *&c. To hold* to the ſaid R. W. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of him the ſaid R. W. his Heirs and Aſſigns for ever; as in and by the ſaid recited Indenture (Relation being thereunto had) may more at large appear. *Now this Indenture witneſſeth*, that it is covenanted, granted, concluded and agreed, by and between the ſaid Parties to theſe Preſents, That if the ſaid J. L. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall pay, or cauſe to be paid, unto the ſaid R. W. his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* in and upon, *&c.* That then as well the ſaid Statute Merchant, as alſo the ſaid recited Indenture of Releaſe or Conveyance, ſhall be void and of none Effect, as to the ſaid R. W. his Heirs, Executors, Adminiſtrators and Aſſigns; and that then and from thenceforth the ſaid R. W. and his Heirs, ſhall ſtand and be ſeized of the ſaid granted Premiſſes, with the Appurtenances, *To* the Uſe of the ſaid J. L. his Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever: *And* that in the mean Time, until Default ſhall happen to be made in Payment of the ſaid Sum of, *&c.* in Manner aforeſaid, it ſhall and may be lawful to and for the ſaid J. L. his Heirs and Aſſigns, to receive and take to his and their own Uſe and Uſes, the Rents, Iſſues and Profits of the ſaid Premiſſes above-mentioned to be granted to the ſaid R. W. But if Default ſhall be made of or in Payment of the ſaid Sum of, *&c.* at the Days and Times above-mentioned; then as well the ſaid Statute Merchant, as alſo the ſaid recited Indenture of Releaſe or Convey-

ance, and all the Eſtate thereby granted to the ſaid R. W. his Heirs and Aſſigns, ſhall ſtand, remain and continue, to the only Uſe and Behoof of him the ſaid R. W. his Heirs and Aſſigns for ever, in full Force and Effect, abſolute, without any Proviſo, Condition, or Power of Redemption whatſoever. *In Witneſs*, &c.

A Defeaſance on a Bond given for Payment of the Fine or Conſideration-Money mentioned in a Leaſe, making the Leaſe void, and giving the Leſſor Power to re-enter, on Non-payment, &c.

THIS *Indenture* made, *&c. Between* N. F. of, *&c.* of the one Part; and H. N. of, *&c.* of the other Part. *Whereas* by Indenture of Leaſe bearing even Date with theſe Preſents, and made or mentioned to be made between the ſaid H. N. of the one Part, and the ſaid N. F. of the other Part: He the ſaid H. N. for the Conſiderations therein mentioned, *Did* demiſe, grant, and to Farm let unto the ſaid N. F. *All* that Capital Meſſuage, *&c. To have and to hold* the ſaid Farm, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in and by the ſaid Indenture demiſed, or intended to be demiſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid N. F. his Executors, Adminiſtrators and Aſſigns, from the Date of the ſaid Indenture, for and during and unto the full End and Term of 21 Years, if the ſaid H. N. ſhould ſo long live, as in and by the ſaid recited Indenture more at large appeareth. *And whereas* the ſaid N. F. ſtands bound

bound unto the ſaid H. N. in and by one Obligation bearing even Date with theſe Preſents, in the penal Sum of, &c. conditioned for the Payment of, &c. unto the ſaid H. N. his Executors, Adminiſtrators or Aſſigns, on, &c. next enſuing the Date of the ſaid Obligation, as by the ſaid Obligation and Condition thereof may appear. *And whereas* the ſaid Sum of, &c. ſo conditioned to be paid, was for the Conſideration Money mentioned in the above recited Leaſe from the ſaid H. N. to the ſaid N. F. *Now this Indenture witneſſeth*, and it is hereby covenanted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, That in caſe the ſaid N. F. his Executors, Adminiſtrators or Aſſigns, ſhall not well and truly pay, or cauſe to be paid, unto the ſaid H. N. his Executors or Adminiſtrators, the ſaid Sum of, &c. on the ſaid, &c. next enſuing, according to the Condition of the ſaid recited Obligation; That then the ſaid Leaſe ſo made from the ſaid H. N. to the ſaid N. F. of the ſaid Premiſſes above recited, ſhall be void: And that then, and at all Times from thenceforth, It ſhall and may be lawful to and for the ſaid H. N. his Heirs or Aſſigns, and every of them, into all and ſingular the ſaid Premiſſes, and every Part and Parcel thereof, to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their former Eſtate, and the ſaid N. F. his Executors and Adminiſtrators, from thence to expel and put out; any Thing in the ſaid recited Indenture, or in theſe Preſents, contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Defeasance of several Grants of Lands for Terms of Years, on Payment of Money yearly.

THIS *Indenture* made, *&c. Between* A. B. of, *&c.* of the one Part; and C. D. of, *&c.* of the other Part. *Whereas* by Indenture bearing Date, *&c.* and made between the said C. D. of the one Part, and the said A. B. of the other Part; The said C. D. for the Considerations therein mentioned, *Did* demise, grant, and to Farm let unto the said A. B. his Executors and Administrators, *All* that Messuage, *&c.* for and during the Term of, *&c.* under a Pepper-Corn Rent yearly: And also by one other Indenture of the same Date, and made between the same Parties; for and in Consideration of, *&c. Did* demise, grant, and to Farm let unto the said A. B. his Executors and Administrators, *All* that, *&c.* for and during the Term of, *&c. At* and under the like yearly Rent of, *&c.* as in and by the said several recited Indentures more at large may appear. *Now this Indenture witnesseth*, That the true Intent and Meaning of the said recited Indentures, and of these Presents, and of the Parties to the same, was and is, and is hereby declared to be; and the said A. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said C. D. his Heirs and Assigns, by these Presents, That if the said C. D. his Heirs, Executors and Administrators, or any of them, shall well and truly pay, or cause to be paid, unto the said A. B. his Executors, Administrators or Assigns, the yearly Sum of, *&c.* yearly and every Year, for and during the Term of, *&c.*

Years

Years to be accounted from, &c. laſt paſt before the Date hereof, the ſame to be paid at and upon the Feaſts of, &c. by even and equal Portions; the firſt Payment thereof to begin and be made on, &c. next enſuing the Date of theſe Preſents, and the laſt Payment to be made on, &c. which ſhall be in the Year of our Lord, &c. without any Deduction or Abatement out of the ſaid yearly Payments, or any of them, for any Taxes, Charges, Aſſeſſments, or other Cauſe or Thing whatſoever; That then and from thenceforth the ſaid A. B. his Executors or Adminiſtrators, and all and every other Perſon and Perſons claiming the Premiſſes in and by the ſaid ſeveral recited Indentures mentioned to be demiſed, or any Part or Parcel thereof, by, from or under him, ſhall and will at the Requeſt, Coſts and Charges of the ſaid C. D. his Heirs or Aſſigns, aſſign, transfer and ſet over the ſaid Premiſſes, together with the ſame Indentures, unto the ſaid C. D. his Heirs or Aſſigns, or to ſuch Perſon or Perſons as he ſhall direct and appoint, diſcharged of all Incumbrances by him, them, or any of them, done or ſuffered: And that in the mean Time, from and after Payment and Diſcharge of the ſaid yearly Sum of, &c. in Manner as aforeſaid, and all Arrears of the ſame, and until ſuch Aſſignment ſo to be made as aforeſaid; he the ſaid A. B. his Executors and Adminiſtrators, and all Perſon and Perſons ſtanding and being poſſeſſed of the ſaid Premiſſes, from, by or under him, ſhall ſtand and be poſſeſſed thereof, and of every Part and Parcel thereof, *In Truſt* to and for the only Uſe, Benefit and Behoof of the ſaid C. D. his Heirs and Aſſigns, and to and for no other

other Uſe, Intent or Purpoſe whatſoever. *And* the ſaid C. D. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid A. B. his Executors and Adminiſtrators, by theſe Preſents, That he the ſaid C. D. his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid A. B. his Executors and Adminiſtrators, for and during the ſaid Term of, *&c.* before mentioned, the ſaid yearly Rent or Sum of, *&c.* and every Part thereof, at the Days and Times, and in ſuch Proportion as is above expreſſed for Payment of the ſame, without making any Deduction or Abatement as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And laſtly*, It is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, That the ſaid C. D. his Heirs and Aſſigns, ſhall and may hold and enjoy the ſaid Premiſſes, in and by the ſaid ſeveral recited Indentures mentioned to be granted, and receive the Rents and Profits of the ſame, until Breach of the Proviſo or Covenant above-mentioned, without the Let, Trouble, Hindrance or Interruption of or by the ſaid A. B. his Executors or Adminiſtrators, and without any Account to be given him or them for the ſame. *In Witneſs*, &c.

A Defea-

A Defeaſance of a Grant in Fee on Payment of a Sum of Money, with Power to make Leaſes until Default in Payment, &c.

THIS *Indenture* made, *&c. Between* A. B. of, *&c.* of the one Part; and E. F. of, *&c.* of the other Part. *Whereas* by Indentures of Leaſe and Releaſe, bearing Date, *&c.* [*Here recite a Conveyance from E. F. to A. B.*] As in and by the ſaid recited Indenture may more fully and at large appear. *Now this Indenture witneſſeth*, That the true Intent and Meaning of the ſaid Indenture, and of theſe Preſents, and of the Parties to the ſame, was and is hereby declared to be, That if the ſaid E. F. his Heirs, Executors or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid, unto the ſaid A. B. his Heirs or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* without any Deduction or Abatement out of the ſame for Taxes, Charges, Aſſeſſments, or any other Matter, Cauſe or Thing whatſoever; That then and from thenceforth the ſaid A. B. his Heirs and Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid E. F. his Heirs or Aſſigns, reconvey or otherwiſe transfer all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid E. F. and his Heirs, or to ſuch other Perſon or Perſons as he the ſaid E. F. ſhall appoint, diſcharged of and from all Incumbrances by him or them done or ſuffered: And that in the mean Time from and after full Payment and Diſcharge of the ſaid Sum of, *&c.*

&c. as aforeſaid, and until ſuch Reconveyance be made to the ſaid E. F. the ſaid A. B. and his Heirs; and all Perſons ſtanding and being ſeized of the Premiſſes, by, from or under him or them, ſhall be ſeized thereof, and of every Part and Parcel thereof, *In Truſt* to and for the ſole Uſe, Benefit and Behoof of the ſaid E. F. his Heirs and Aſſigns, and to and for no other Uſe, Intent or Purpoſe whatſoever. *And* the ſaid E. F. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree to and with the ſaid A. B. his Heirs and Aſſigns, by theſe Preſents, That he the ſaid E. F. his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid A. B. his Heirs or Aſſigns, the ſaid Sum of, *&c.* at the Day and Time above-mentioned, for the Payment thereof, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* it is hereby declared, concluded and agreed by and between the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid E. F. and his Heirs from Time to Time, and at all Times hereafter, until Default ſhall be made of or in Payment of the ſaid Sum of, *&c.* at the Day and Place before limited and appointed for Payment of the ſame, to make any Leaſe, Demiſe or Grant, of all or any of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes, in the ſaid recited Indenture mentioned and contained for any Term or Number of Years whatſoever, ſo as ſuch Demiſe, Leaſe or Grant ſo to be made, be made *bona fide*, and there be reſerved upon the ſame, the beſt and moſt improved yearly Rent that

ſuch

ſuch Meſſuages and Tenements ſo to be leaſed can truly, and *bona fide*, be let for, and ſo as ſuch yearly Rents ſo to be reſerved, be payable and be paid unto the Perſon and Perſons, that ſhall be ſeiſed of the Reverſion of the ſaid Premiſſes ſo Leaſed, immediately expectant upon the ſame Leaſes ſo to be made. *And laſtly*, It is declared, concluded and agreed, by and between the ſaid Parties to theſe Preſents, That until Default ſhall be made in Payment of the ſaid Sum of, *&c.* at the Days and Times above mentioned for Payment of the ſame, It ſhall and may be lawful to and for the ſaid E. F. and his Heirs, *To* have, hold and enjoy the ſaid Premiſſes in and by the ſaid recited Indenture granted, and every Part and Parcel thereof, with the Appurtenances, and to receive and take the Rents, Iſſues and Profits thereof, without the Let, Trouble, Hindrance, Denial or Interruption of the ſaid A. B. his Heirs or Aſſigns. *In Witneſs*, &c.

A Defeaſance of a Demiſe for 500 Years.

THIS *Indenture* made, *&c. Between* J. O. of, *&c.* of the one Part; and B. J. of, *&c.* of the other Part. *Whereas* by Indenture bearing Date, *&c.* made between the ſaid B. J. of the one Part, and the ſaid J. O. of the other Part; He the ſaid B. J. for the Conſiderations therein mentioned, *Did* demiſe, grant, bargain and ſell, unto the ſaid J. O. *All* that Meſſuage, *&c. To hold* unto the ſaid J. O. his Executors, Adminiſtrators and Aſſigns, from the Date of the ſaid Indenture, for the Term of 500 Years thence next enſuing, *At* and under the yearly Rent of one Pepper-Corn, if demand-

demanded; as in and by the ſaid recited Indenture may more fully appear. *Now this Indenture witneſſeth*, That the ſaid J. O. doth hereby, for himſelf, his Executors, and Adminiſtrators, covenant, grant and agree to and with the ſaid B. J. his Heirs and Aſſigns, That if the ſaid B. J. his Heirs or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid J. O. his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next coming, without any Deduction or Defalcation for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; That then, and at any Time thence-after, he the ſaid J. O. his Executors, Adminiſtrators and Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid B. J. his Heirs or Aſſigns, ſurrender or aſſign, or otherwiſe transfer, *All* and ſingular the ſaid Premiſſes, with the Appurtenances, and all his Eſtate, Term and Intereſt therein, unto the ſaid B. J. his Heirs and Aſſigns, or to whom he or they ſhall direct and appoint, ſo as the Perſon or Perſons who, is or are to make ſuch Aſſignment, or other Aſſurance, be not compelled or compellable to travel or go from the Place or Places, of his or their reſpective Habitation, or to enter into any further or more general Covenants than againſt him and themſelves reſpectively, and his and their reſpective Acts; any Thing in the ſaid recited Indenture, or in theſe Preſents contained, to the contrary notwithſtanding. *And* the ſaid B. J. for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *J. O.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid B. J. his

Heirs or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid J. O. his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, &c. in and upon, &c. next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And* it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That until Default ſhall be made in Payment of the ſaid Sum of, &c. he the ſaid B. J. his Heirs and Aſſigns, ſhall and may have, hold and enjoy, *All* and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit, any Thing in the ſaid recited Indenture, or herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Defeaſance of a Releaſe or Conveyance in Fee.

THIS *Indenture* made, &c. *Between* C. W. of, &c. of the one Part, and H. W. of, &c. of the other Part. *Whereas* in and by certain Indentures of Leaſe and Releaſe, bearing Date the, &c. Days of, which was in the Year of our Lord, &c. made between the ſaid H. W. of the one Part, and the ſaid C. W. of the other Part; the ſaid *H. W.* for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid C. W. *Did* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid C. W. and to his Heirs and Aſſigns for ever, *All* that Meſſuage, &c. And alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services

Services of the ſaid Premiſſes, and of every Part and Parcel thereof, with the Appurtenances. *To hold* unto the ſaid C. W. his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid C. W. his Heirs and Aſſigns for ever, as in and by the ſaid recited Indenture may more fully and at large appear. *Now this Indenture witneſſeth*, That the ſaid C. W. doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid H. W. his Heirs and Aſſigns, That if the ſaid H. W. his Heirs or Aſſigns do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid C. W. his Executors, Adminiſtrators or Aſſigns the full Sum of, *&c.* in and upon, *&c.* next coming; and alſo the further full Sum of, *&c.* in and upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction or Abatement, for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either Ordinary or Extraordinary, That then, and at any Time thenceafter he the ſaid C. W. his Heirs, Executors and Adminiſtrators ſhall and will at the Requeſt, Coſts and Charges of the ſaid H. W. his Heirs or Aſſigns, Reconvey, or otherwiſe transfer and aſſure all and ſingular the ſaid Premiſſes above mentioned, with the Appurtenances unto the ſaid H. W. his Heirs or Aſſigns, or to whom he or they ſhall Appoint; ſo as the Perſon or Perſons, who is or are to make ſuch Reconveyance, or other Aſſurance, by force of theſe Preſents, be not compelled or compellable for the doing thereof, to Travel or go from the Place or Places, of his or their reſpective Habitation or Aboad, at the Time of ſuch Requeſt to be made; nor to enter in-

to any further or more general Covenants, than againſt him and themſelves reſpectively, and his and their reſpective Acts; any Thing in the ſaid recited Indenture of Releaſe, or in theſe Preſents contained to the contrary notwithſtanding. *And* the ſaid H. W. for himſelf, his Heirs and Aſſigns doth covenant and grant, to and with the ſaid C. W. his Executors, Adminiſtrators and Aſſigns, that he the ſaid H. W. his Heirs or Aſſigns ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid C. W. his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, *&c.* in and upon the ſaid, *&c.* next coming, and alſo the further Sum of, *&c.* in and upon the ſaid, *&c.* which will be in the ſaid Year of our Lord, *&c.* without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. *And laſtly*, It is covenanted and agreed upon, by and between the ſaid Parties to theſe Preſents; and the true Meaning hereof alſo is; and it is hereby ſo declared, That the ſaid H. W. his Heirs and Aſſigns ſhall and may at all Times, until Default ſhall be made in Payment of the the ſaid Sum of, *&c.* at the Days and Times above limited, peaceably and quietly have, hold and enjoy, all and ſingular the ſaid Premiſſes above mentioned, and receive and take the Rents and Profits thereof to his and their own proper Uſe and Benefit; any Thing in the ſaid recited Indenture, or in theſe Preſents contained to the contrary notwithſtanding. *In Witneſs*, &c.

A special Defeasance of an absolute Assignment of a Mortgage for 1000 *Years, making the same only a Security for a certain Sum,* &c.

THIS *Indenture* made, *&c. Between* T. B. of, *&c.* of the one Part, and B. C. of, *&c.* of the other Part; *Whereas* in and by one Indenture bearing Date, *&c.* (Here recite a Mortgage from one R. C. to W. F.) *And whereas* in and by one other Indenture, bearing Date, *&c.* made between the said R. C. of the first Part, the said W. F. of the second Part; and the said T. B. of the third Part, reciting therein the above recited Indenture; and reciting also that the said principal Sum of, *&c.* and the Interest thereof, was not paid according to the true Intent and Meaning of the Proviso therein contained; but the said, *&c.* and great Part of the Interest thereof remained then unpaid, and that upon an Account then made up between the said R. C. and the said W. F. there remained due to the said W. F. upon the said recited Security, the full Sum of, *&c.* He the said R. C. did demise and release unto the said W. F. his Executors, Administrators and Assigns, the Proviso or Condition in the said Indenture contained, and all Benefit and Equity of Redemption of the said Premisses by Virtue or Colour thereof, or otherwise howsoever; and also all Covenants, Clauses and Agreements in the same Indenture contained, which on the Part and behalf of the said W. F. were or ought to be observed and performed; and the said W. F. for and in Consideration of the Sum of, *&c.* to him in hand paid by the said T. B. by and with the Consent and Agreement of the said R. C. testified by his being a Party,

to,

to and ſigning and ſealing thereof, *Did* at the Requeſt, and by and with the like Conſent and Agreement of the ſaid R. C. teſtified as aforeſaid, Aſſign the ſaid Premiſſes, and all his Eſtate, Term and Intereſt therein unto the ſaid T. B. *And* the ſaid R. C. for the Conſiderations aforeſaid, and of 5 *s.* to him in Hand paid by the ſaid T. B. did in and by the ſame Indenture releaſe, ratifie and confirm the ſaid Premiſſes, unto the ſaid T. B. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid laſt mentioned Term of 1000 Years, which was then to come and unexpired, as in and by the ſaid Indenture may more fully and at large appear. *And whereas* the ſaid two ſeveral Aſſignments above mentioned, to be made to the ſaid T. B. by the ſaid W. F. were intended only as a Security for the Repayment of the ſaid, *&c.* being the Conſideration Money therein mentioned. *And whereas* the ſaid R. C. hath, by Indentures of Leaſe and Releaſe, bearing Date, *&c.* granted and conveyed the Reverſion, Inheritance and Fee-ſimple of the ſaid Premiſſes to the ſaid B. C. and his Heirs, as thereby may appear. *And whereas* the ſaid T. B. hath ſince lent to, and paid for the ſaid B. C. ſeveral other Sums of Money; ſo that upon an Account, this Day made up between the ſaid B. C. and T. B. there remains due and owing to the ſaid T. B. the Sum of, *&c.* *Now this Indenture witneſſeth*, That the ſaid T. B. doth hereby for himſelf, his Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid B. C. his Heirs and Aſſigns, That if the ſaid B. C. his Heirs or Aſſigns do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid T. B. his Exe-

cutors, Adminiſtrators or Aſſigns, the full Sum of, &c. in and upon, &c. next coming, and alſo the further full Sum of, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either Ordinary or Extraordinary, That then and at any Time thenceafter he the ſaid T. B. his Executors, Adminiſtrators and Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid B. C. his Heirs or Aſſigns, Surrender, Aſſign, or otherwiſe Transfer all and ſingular the ſaid Premiſſes, with the Appurtenances, unto the ſaid B. C. his Heirs and Aſſigns, or to whom he or they ſhall Appoint; ſo as the Perſon or Perſons, who is or are to make ſuch Aſſignment, or ſuch Aſſurance, be not compelled or compellable for the doing thereof, to Travel or go from the Place or Places of their Abode, or to enter into any further or more general Covenants, than againſt him and themſelves reſpectively, and his and their reſpective Acts, any thing herein contained to the contrary notwithſtanding. *And* the ſaid B. C. for himſelf, his Heirs and Aſſigns, doth Covenant and Grant, to and with the ſaid T. B. his Executors, Adminiſtrators and Aſſigns, That he the ſaid B. C. his Heirs or Aſſigns ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid T. B. his Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, &c. in and upon, &c. next coming; and alſo the ſaid further full Sum of, &c. in and upon, &c. which will be in the ſaid Year of our Lord, &c. without any Deduction, as aforeſaid, according to the true Intent and Meaning of theſe Preſents.

And

And alſo, That he the ſaid T. B. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time; and at all Times after Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above recited, which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid B. C. his Heirs and Aſſigns, and of all and every other Perſon or Perſons whatſoever. *And further* That he the ſaid B. C. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, any thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will at any Time or Times, after Default ſhall be made in Performance of the Condition aforeſaid, at the Requeſt of the ſaid T. B. his Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe, or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better, and more perfect granting, conveying and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, unto the ſaid T. B. his Executors, Adminiſtrators and Aſſigns. *To hold* to him, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years,

above recited, which ſhall be then to come and unexpired, diſcharged of and from all Benefit and Equity of Redemption whatſoever; as by the ſaid T. B. his Executors, Adminiſtrators and Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And laſtly*, It is covenanted, granted, concluded and agreed upon, by and between all the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is; and it is hereby ſo declared, That until ſuch Default ſhall be made in Payment of the ſaid Sum of, *&c.* and Intereſt, he the ſaid B. C. his Heirs and Aſſigns ſhall and may have, hold and enjoy all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit, any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A ſpecial Defeaſance of a Grant for ninety-nine Years, by Way of Re-demiſe back for ſeven Years, on paying an yearly Rent.

THIS *Indenture* made, *&c. Between* E. J. of, *&c.* of the one Part, and J. B. of, *&c.* of the other Part: *Whereas* in and by one Indenture, bearing Date, *&c.* made between the ſaid J. B. and E. his Wife, of the one Part, and the ſaid E. J. of the other Part; They the ſaid J. B. and his ſaid Wife, for the Conſiderations therein-mentioned, *Did* demiſe, grant, bargain and ſell unto the ſaid E. J. all that Meſſuage, *&c. To hold* unto the ſaid E. J. his Executors, Adminiſtrators and Aſſigns, for and

and during the Term of ninety-nine Years, paying yearly the Rent of one Pepper-Corn (if demanded) as in and by the ſaid in Part recited Indenture (Relation being thereunto had) may more fully appear. *Now this Indenture witneſſeth*, That the ſaid E. J. in Conſideration of the Rent, Covenants, Reſervations, Conditions and Agreements herein after reſerved, mentioned and contained; and alſo in Conſideration of the Sum of 5 *s.* of, *&c.* to him paid by the ſaid J. B. the Receipt whereof is hereby acknewledged, *Hath* demiſed, granted, bargained, ſold, and to farm let, and by theſe Preſents doth demiſe, *&c.* unto the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, all and ſingular the ſaid recited Meſſuage, Lands, Tenements and Hereditaments, with their and every of their Rights, Members and Appurtenances; and all and every other the Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, which are in and by the ſaid recited Indenture granted unto the ſaid E. J. *To have and to hold* the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular the ſaid Premiſſes hereby granted, or intended to be hereby granted, with their and every of their Appurtenances, unto the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during, and unto the full End and Term of ſeven Years, thence next enſuing, and fully to be ended. *Yielding and Paying* therefore yearly, during the ſaid Term, unto the ſaid E. J. his Executors, Adminiſtrators and Aſſigns, the yearly Rent or Sum of, *&c.* at, *&c.* yearly, during the ſaid Term, without any Deduction or Abatement

of any Thing for Taxes, Aſſeſſments, or other Charges or Impoſitions whatſoever, either Ordinary or Extraordinary; the firſt Payment to be made on, &c. enſuing the Date hereof. *And* the ſaid J. B. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant with the ſaid E. J. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid J. B. his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid E. J. his Executors, Adminiſtrators or Aſſigns, the ſaid yearly Rent or Sum of, &c. on the Days and Times herein before appointed for Payment thereof, without any Deduction or Abatement of any Thing for any Tax or Taxes, Aſſeſſments or Charges, either ordinary or extraordinary, or for or in Reſpect of any other Matter or Thing whatſoever. *Provided* always, and it is hereby agreed, that theſe Preſents are upon this Condition, That if it ſhall happen the ſaid yearly Rent of, &c. or any Part thereof ſhall be behind or unpaid, by the Space of twenty-one Days next after any of the ſaid Days herein before limited or appointed for Payment thereof, That then, and from thenceforth, it ſhall and may be lawful to and for ſaid E. J. his Executors, Adminiſtrators and Aſſigns, into the ſaid Meſſuges, Lands, Tenements, Hereditaments, and all and ſingular the ſaid Premiſſes hereby demiſed or mentioned to be demiſed to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in his or their firſt and former Eſtate or Eſtates; any Thing herein before contained to the contrary in any wiſe notwithſtanding. *Provided*

alſo,

alſo, And it is hereby covenanted, concluded and agreed, by and between the ſaid Parties to theſe Preſents, for themſelves, their Executors, Adminiſtrators and Aſſigns, That if the ſaid J. B. his Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid E. J. his Executors, Adminiſtrators or Aſſigns, the ſaid yearly Rent of, *&c.* on the Days herein before appointed for Payment thereof, or within one and twenty Days next after every of the ſaid Days reſpectively, in every Year, during the ſaid Term of ſeven Years, without any Deduction or Abatement of any thing, for, or in Reſpect of any Manner of Taxes, Aſſeſſments or Payments whatſoever, either ordinary or extraordinary; or for or in Reſpect of any Matter or Thing whatſoever; that then, from and immediately after ſuch Payment of the ſaid yearly Rent in Manner aforeſaid, The ſaid recited Indenture and Grant of all the ſaid Premiſſes therein and herein contained, made unto the ſaid E. J. ſhall ceaſe, determine and become, and be from thenceforth void, and of none Effect; *And* then alſo the ſaid E. J. ſhall, at the Requeſt, Coſts and Charges of the ſaid J. B. his Heirs, Executors, Adminiſtrators and Aſſigns, ſurrender unto the ſaid J. B. his Heirs and Aſſigns, the Reſidue of the ſaid Term of ninety-nine Years, then to come and be unexpired, and deliver to be cancelled unto the ſaid J. B. his Heirs and Aſſigns, the ſaid recited Indenture, and that Part of theſe Preſents, which are ſealed by the ſaid J. B. *In Witneſs*, &c.

Declara-

Declarations of Truſt, Diſclaimers, &c.

A Declaration that a Man's Name is uſed in Truſt, in an Aſſignment of a Leaſe.

Whereas H. W. of, &c. by his Deed of Aſſignment, bearing Date, &c. did for the Conſideration therein mentioned, grant, bargain, ſell, aſſign and ſet over unto me T. P. of, &c. my Executors, Adminiſtrators and Aſſigns, one Indenture of Leaſe, bearing Date, &c. made between E. T. of, &c. of the one Part, and the ſaid H. W. of the other Part, of *All* that the Farm of, &c. and other the Lands and Tenements therein particularly mentioned, for the Term of twenty-one Years, from the Date of the ſaid Indenture of Leaſe, as by the ſame Indenture, and the Aſſignment thereof may more fully appear. *Now know all Men* by theſe Preſents, That I the ſaid T. P. do hereby declare that my Name was, and is made Uſe of in the ſaid Aſſignment, *In Truſt* only for A. B. of, &c. and for his Uſe and Benefit, and to and for no other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

A Declaration that a Man's Name is uſed in Truſt, in a Leaſe for Lives, for the Perſon that granted it, and his Wife, &c. *in the Nature of a Settlement.*

Whereas M. S. Clerk, Rector of the Pariſh, and Pariſh-Church of, &c. by Indenture, bearing Date, &c. for the Conſi-

derations therein mentioned, did grant unto R. B. and J. W. both of, &c. *All* that Toft and Curtilage, with twelve Acres of Arable Land, Meadow and Paſture thereto belonging, with the Appurtenances, late in the Tenure of, &c. deceaſed, lying and being in, &c. and alſo all that Meſſuage, Tenement or Dwelling-houſe, with the Orchard, Garden and four Acres, and three Yards, (be it more or leſs) of Arable or Paſture Ground to the ſaid Meſſuage or Tenement belonging in, &c. aforeſaid, with all and ſingular the Appurtenances thereof, late alſo in the Tenure of the ſaid, &c. or his Aſſigns. *To hold* unto the ſaid R. B. and J. W. their Heirs and Aſſigns, for and during the natural Lives of S. Wife of the ſaid M. S. J. S. his Daughter, and of C. S. Son of, &c. under ſeveral ſmall yearly Rents and Heriots therein reſerved, as in and by the ſaid recited Indenture of Leaſe, duly executed, with Livery and Seiſin, may more fully appear. *Now know all Men* by theſe Preſents, That the ſaid R. B. and J. W. do hereby ſignify and declare, That there Names were and are uſed in the ſaid recited Indenture, only as Perſons *In Truſt*; and to the Intent to permit and ſuffer the ſaid M. S. and his Aſſigns, *To hold* and enjoy the ſaid Premiſſes above recited, with the Appurtenances, for and during the Term of his natural Life; and from and after his Deceaſe, *In Truſt* for the ſaid S. Wife of the ſaid M. S. and her Aſſigns, for and during the Term of her natural Life; and after the Deceaſe of both of them the ſaid M. S. and S. his Wife, Then *In Truſt*, and to and for the only proper Uſe and Behoof of the Heirs, Executors and Adminiſtra-

miniſtrators of the ſaid M. S. and to, for, or upon none other Uſe, Intent, Truſt or Purpoſe whatſoever. *In Witneſs*, &c.

A Declaration that a Man's Name is uſed in Truſt, in an Obligation.

WHereas in and by one Obligation, bearing even Date with theſe Preſents, G. H. of, *&c.* ſtandeth bound to J. K. of, *&c.* in the Sum of five hundred Pounds, conditioned for the Payment of 250 *l.* with Intereſt for the ſame, on, *&c.* next enſuing, as thereby may appear. *Now know all Men* by theſe Preſents, That the ſaid J. K. doth hereby acknowledge and declare that the ſaid Sum of 250 *l.* lent upon the ſaid Obligation was all the proper Monies of L. M. of, *&c.* and that his Name is uſed in the ſaid Obligation, only in Truſt, and for the Benefit of him the ſaid L. M. *In Witneſs*, &c.

Another Declaration that a Man's Name is uſed in Truſt in an Obligation, with Power to receive the Money, and covenant not to releaſe the Obligation.

TO all People, &c. I. A. B. of, *&c.* ſend greeting: *Whereas* C. D. of, *&c.* ſtandeth bound unto me the ſaid A. B. in and by one Bond or Obligation, bearing Date, *&c.* in the Sum of, *&c.* conditioned for the Payment of, *&c.* with Intereſt, at or upon, *&c.* next enſuing the Date of the ſaid recited Obligation, as by the ſame Obligation and Condition thereof may more fully appear. *Now know ye*, That I the ſaid A. B. do hereby ac-

knowledge and declare, That the ſaid Obligation was ſo taken in my Name, only upon Truſt, for the ſole proper Uſe and Benefit of E. F. of, &c. his Executors and Adminiſtrators; and that the ſaid Sum of, &c. ſo ſecured by the ſame Obligation, were the proper Monies of him the ſaid E. F. *And* I the ſaid A. B. for the Conſiderations aforeſaid, do by theſe Preſents make, conſtitute an appoint the ſaid E. F. my true and lawful Attorney, for me, and in my Name, but to his own Uſe, to ask, demand and receive of him the ſaid C. D. the ſaid Sum of, &c. with all Intereſt now due, or which hereafter ſhall or may become due for the ſame, giving, and by theſe Preſents, granting unto my ſaid Attorney, my full Power and Authority in the Premiſſes, to take all lawful Ways and Means for Recovery thereof: And upon Receipt of the ſaid Sum of, &c. with Intereſt, or any Part thereof, one or more Acquittances or Diſcharges for me, and in my Name, to Seal and Deliver; as alſo one or more Attorney or Attornies under him, to ſubſtitute and appoint, and at his Pleaſure to revoke; and further to do and execute all and every Act and Acts, which ſhall or may be neceſſary, touching or concerning the Premiſſes, as fully and effectually as I my ſelf in Perſon might or could do, in or about the ſame; ratifying, allowing and confirming whatſoever my ſaid Attorney ſhall do, or cauſe to be done, in the Premiſſes, by Virtue of theſe Preſents. *And laſtly*, I the ſaid A. B. do hereby, for my ſelf, my Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid E. F. his

his Executors and Adminiſtrators, That I the ſaid A. B. have not hitherto, nor ſhall or will hereafter do, or cauſe to be done, any Act or Thing whatſoever, to releaſe, diſcharge or make void the ſaid recited Obligation, and Sum of Money thereby ſecured, or the Power or Authority hereby given by me the ſaid A. B. unto the ſaid E. F. as my Attorney, to receive the ſame; but ſhall and will avow and juſtify all and every ſuch lawful Act and Acts, Thing and Things whatſoever, which he the ſaid E. F. or any other Perſon or Perſons, by his Direction or Appointment, ſhall do, or cauſe to be done, in or about the Premiſſes, or any Part thereof. *In Witneſs*, &c.

A Declaration of Truſt on a Mortgage, that Part of the Monies were advanced by two Perſons; and that the mortgaged Premiſſes ſhall be a Security for Part of the Conſideration-Money to the Mortgagee, and the Remainder of the Premiſſes as a Security for the Reſidue to the Perſon advancing the ſame, &c. *for whom the Truſt is declared.*

THIS Indenture made, *&c. Between* J. H. of, *&c.* of the one Part, and L. S. of, *&c.* of the other Part: *Whereas* by Indenture Quadripartite, bearing Date, *&c.* made, or mentioned to be made, between J. B. of, *&c.* of the firſt Part, A. J. of, *&c.* of the ſecond Part, G. G. of, *&c.* of the third Part, and the ſaid J. H. of the fourth Part; it is witneſſed that for and in Conſideration of the Sum of 1000 *l.* of, *&c.* therein mentioned, to be in Hand paid by the ſaid J. H. to the ſaid G. G.

G. G. to and for the Uſe of the ſaid A. J. He the ſaid G. G. by and with the Conſent and Direction of the ſaid J. B. and with the Conſent and Allowance of the ſaid A. J. teſtified by their being Parties to the ſaid Indenture, and their Sealing and Delivery thereof, did demiſe, grant, bargain and ſell unto the ſaid J. H. *All* that the Capital Meſſuage or Manſion-houſe of, *&c.* with the Appurtenances, ſituate in, *&c.* and all that the ancient and decayed Caſtle of, *&c.* near thereunto adjoining, with the Rights, Members and Appurtenances thereof, and divers other Lands, Tenements and Hereditaments, in the ſaid Indenture mentioned. *To hold* the ſaid Capital Meſſuage, Lands, Tenements and Hereditaments, and all and ſingular the Premiſſes, with their and every of their Appurtenances, unto the ſaid J. H. is Executors, Adminiſtrators and Aſſigns, for and during the Term of 200 Years, without Impeachment of, or for any Manner of Waſte; in which ſaid Indenture there is a Covenant or Condition contained, that the ſaid J. H. his Executors, Adminiſtrators or Aſſigns, ſhall ſurrender and yield up all his or their Eſtate and Intereſt, in and to the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, unto ſuch Perſon or Perſons as the ſaid J. B. his Heirs or Aſſigns ſhall nominate, direct or appoint, upon Payment unto the ſaid J. H. his Executors, Adminiſtrators or Aſſigns of the Sum of, *&c.* upon, *&c.* now next enſuing, and of, *&c.* upon, *&c.* which will be in the Year of our Lord, *&c.* at ſuch Place as in the ſaid Indenture is expreſſed, as in and by the ſaid recited Indenture, (Relation being there-

thereunto had) more fully and at large may appear. *Now this Indenture witneſſeth*, And the ſaid J. H. doth hereby declare, That of the ſaid Sum of 1000 *l.* mentioned, to be the Conſideration of the ſaid recited Indenture, 500 *l.* Part thereof was and is the proper Monies of the ſaid L. S. And that the ſaid 500 *l.* Part of the ſaid 1000 *l.* and all Intereſt payable for the ſame, and the Moiety of the ſaid mortgaged Premiſſes, during the Continuance of the ſaid Eſtate, granted unto the ſaid J. H. as aforeſaid, of Right doth belong unto the ſaid L. S. And that the Security by the ſaid Mortgage was taken in the Name of the ſaid J. H. as a Security, as well to the ſaid L. S. for the ſaid 500 *l.* by him lent, as for a Security to the ſaid J. H. for the other 500 *l.* by him lent; and that at the Time of the making the ſaid Indenture, it was, and ſtill is intended that each of them the ſaid J. H. and L. S. reſpectively ſhould have the Moiety, and Half of the ſaid mortgaged Premiſſes, as a diſtinct Security to either of them, ſeverally and reſpectively, for their reſpective Sums of 500 *l.* a-piece. *In Witneſs*, &c.

A Decla-

A Declaration of Truſt on a Mortgage, where 2500*l. is lent by three Perſons, and the Mortgage made to two Truſtees, who declare that Part is the proper Monies of ſuch a one, Part of ſuch a one,* &c. *And that they will ſtand poſſeſſed of the Premiſſes in Truſt for the Perſons lending the Money, according to their ſeveral Proportions; and not releaſe the Debts, or aſſign the Premiſſes, until the ſeveral Perſons are paid their reſpective Sums.*

THIS Indenture made, *&c. Between* G. S. of, *&c.* and T. W. of, *&c.* of the one Part, T. E. of, *&c.* M. M. of, *&c.* and J. W. of, *&c.* of the other Part: *Whereas* in and by one Indenture, bearing Date, *&c.* made between J. H. of, *&c.* of the one Part, and the ſaid G. S. and T. W. of the other Part; he the ſaid J. H. for and in Conſideration of the Sum of 2500*l.* of, *&c.* to him in Hand paid by the ſaid G. S. and T. W. did grant, bargain and ſell unto the ſaid G. S. and T. W. *All* that Meſſuage, *&c.* and alſo all Houſes, Outhouſes, Edifices, Buildings, Lands, Tenements, Commons, Profits and Appurtenances whatſoever, to the ſaid Premiſſes belonging, or in any wiſe appertaining; and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of the ſaid Premiſſes, and of every Part and Parcel thereof, with the Appurtenances; *To hold* unto the ſaid G. S. and T. W. their Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years, thence next and immediately enſuing and following, and fully to be compleat and ended, *At* and under

der the yearly Rent of one Pepper-Corn; which ſaid recited Indenture is, by a Proviſo or Condition therein contained, made defeaſible, on Payment by the ſaid J. H. unto the ſaid G. S. and T. W. of the Sum of 2500*l.* and Intereſt on certain Days therein mentioned, then and now to come, as in and by the ſaid recited Indenture may more fully appear. *Now this Indenture witneſſeth*, That the ſaid G. S. and T. W. do hereby ſignify and declare, That 1000*l.* Parcel of the ſaid 2500*l.* ſecured by the ſaid recited Indenture, were and are the proper Monies of the ſaid T.E. And that 1000*l.* more other Parcel of the ſaid 2500*l.* were and are the proper Monies of the ſaid M. M. and that 500*l.* the Reſidue of the ſaid 2500*l.* were and are the proper Monies of the ſaid J. W. *And therefore* They the ſaid G. S. and T. W. do hereby declare and agree, That they, their Heirs, Executors and Adminiſtrators, will from henceforth ſtand poſſeſſed of, and intereſted in the ſaid mortgaged Premiſſes, and Monies thereby ſecured, *In Truſt* for each of them the ſaid T. E. M. M. and J. W. according to their ſeveral Proportions aforeſaid. *And further*, That they the ſaid G. S. and T. W. will not releaſe the ſaid J. H. his Heirs or Aſſigns, or their, or either of their ſaid Debts; or aſſign, convey or transfer the ſaid mortgaged Premiſſes, or any Part thereof, until the ſaid 1000*l.* and Intereſt ſhall be paid to, and received by the ſaid T. E. And until the ſaid 1000*l.* and Intereſt ſhall be paid to, and received by the ſaid M. M. And until the ſaid 500*l.* and Intereſt ſhall be paid to, and received by the ſaid J. W. *And alſo* That in caſe

caſe the ſaid Principal Monies ſecured by the ſaid recited Indenture, and the Intereſt thereof ſhall not be paid, according to the Purport and true Meaning of the ſame Indenture; that then it ſhall and may be lawful to and for the ſaid T. E. M. M. and J. W. ſeverally, and their ſeveral and reſpective Heirs, Executors and Adminiſtrators, in the Names of the ſaid G. S. and T. W. their Executors and Adminiſtrators, to ſue for, recover and receive the ſame, by all ſuch lawful Ways and Means as ſhall be adviſed, ſo as they the ſaid G. S. and T. W. may not, nor ſhall be put to any Charges, or ſuffer any Damages thereby. *In Witneſs*, &c.

A Declaration that a Man's Name is uſed in Truſt *in a Leaſe and Releaſe of Lands; with Covenant to convey the Lands to the Perſon for whom the ſame is made* in Truſt, *free from Incumbrances*, &c.

THIS *Indenture* made, *&c. Between* R. D. of, *&c.* of the one Part, and E. O. of, *&c.* of the other Part: *Whereas* by Indenture of Releaſe, bearing even Date with theſe Preſents, and made or mentioned to be made between M. P. of, *&c.* of the one Part, and the ſaid R. D. of the other Part, in Conſideration of the Sum of, *&c.* to the ſaid M. P. by the ſaid R. D. in Hand paid, he the ſaid M. P. *Did* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid R. D. (in his actual Poſſeſſion, then being, by Virtue of a Bargain and Sale, bearing Date the Day next before the Day of the Date of the ſaid Indenture

ture, made to him for one Year, and of the Statute for *transferring of Uſes into Poſſeſſion*) and to his Heirs and Aſſigns for ever, *All* that Meſſuage, &c. *To have and to hold* the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes thereby granted, bargained, ſold, releaſed and confirmed, or mentioned or intended to be thereby granted, &c. with their and every of their Appurtenances, unto the ſaid R. D. his Heirs and Aſſigns, *To* and for the only proper Uſe and Behoof of the ſaid R. D. his Heirs and Aſſigns for ever; as in and by the ſaid recited Indenture of Leaſe and Releaſe (Relation being thereunto had) more fully and at large may appear. *Now this Indenture witneſſeth*, That the ſaid R. D. doth hereby confeſs, acknowledge and declare, That the ſaid recited Indentures of Leaſe and Releaſe, was and is made to and in the Name of the ſaid R. D. *In Truſt*, to and for the Uſe of the ſaid E. O. his Heirs and Aſſigns for ever; and that the ſaid Sum of, &c. mentioned in the ſaid Indenture of Releaſe, to be the Conſideration for the ſaid Purchaſe, was the only proper Monies of the ſaid E. O. *And* in Performance of the Truſt in him repoſed, as aforeſaid, he the ſaid R. D. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid E. O. his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid R. D. his Heirs and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges in the Law, of the ſaid E. O. his Heirs and Aſſigns, convey

and

and aſſure *All* and ſingular the ſaid Meſſuages or Tenements, and all and every the Premiſſes, in and by the ſaid recited Indenture of Releaſe granted and releaſed, or mentioned or intended to be thereby granted and releaſed, and every Part and Parcel thereof, with their and every of their Appurtenances, and all his Eſtate and Intereſt therein, unto the ſaid E. O. his Heirs and Aſſigns for ever, or unto any other Perſon or Perſons, in ſuch Manner and Form, as by the ſaid E. O. his Heirs and Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required, ſo as the ſame Conveyance or Aſſurance contain no further or other Warranties than againſt the ſaid R. D. and his Heirs. *And further*, That at the Time of making ſuch Conveyance or Aſſurance as aforeſaid, the ſaid Meſſuages or Tenements, and all and ſingular other the Premiſſes, ſhall be free and clear, and freely and clearly diſcharged of and from all and all Manner of former Bargains, Sales, Gifts, Grants and Incumbrances whatſoever then before had, made, committed or done by the ſaid R. D. his Heirs or Aſſigns, or any of them, or by, from or under them, or any of them. *And* the ſaid E. O. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid R. D. his Heirs, Executors, Adminiſtrators and Aſſigns, That he the ſaid E. O. his Heirs, Executors or Adminiſtrators, or ſome or one of them, ſhall and will from Time to Time, and at all Times, ſave, keep harmleſs and indemnified the ſaid R. D. his Heirs, Executors and Adminiſtrators, and every of them, of and from all

manner of Coſts, Charges and Damages which ſhall or may at any Time hereafter ariſe, happen, grow or be, for or by reaſon of the ſaid Eſtate of the ſaid R. D. *in Truſt* for the ſaid E. O. as aforeſaid. *In Witneſs*, &c.

A Declaration or Power, on Purchaſe of an Eſtate for the Vendor to receive Arrears of Rent due at the Time of the Sale.

THIS *Indenture* made, *&c. Between* S. F. of, *&c.* N. F. of, *&c.* and C. B. of, *&c.* of the one Part; and H. N. of, *&c.* Eſq; of the other Part. *Whereas* the ſaid H. N. in Purſuance and Performance of certain Articles of Agreement, bearing Date, *&c.* made between the ſaid H. N. of the one Part, and the ſaid S. F. *&c.* of the other Part; *Hath*, by ſeveral Deeds and Conveyances, granted and conveyed unto the ſaid S. F. *&c.* their Heirs, Executors, Adminiſtrators and Aſſigns, ſeveral Manors, Lordſhips, Rectories, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances, ſituate, *&c.* in the Tenure of, *&c. To* and for the ſeveral Uſes, Intents and Purpoſes in and by the ſaid ſeveral Deeds and Conveyances mentioned, expreſſed and Declared; as in and by the ſaid Deeds and Conveyances more at large may appear. *Now this Indenture witneſſeth*, and it is hereby declared and fully agreed by and between all and every the Parties to theſe Preſents, That for and notwithſtanding the ſaid Deeds and Conveyances, or any Covenant, Clauſe, Article, Matter or Thing whatſoever therein or in either of them contained to the contrary, It ſhall and may be lawful to and for

for the ſaid H. N. his Executors, Adminiſtrators or Aſſigns, to ask, demand, receive and take to his and their own Uſe and Uſes, all and every the Rents, and Arrearages of Rents, due and owing by and from all or any the Tenants of the ſaid Manors, Lordſhips, Rectories, Advowſons, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, in the ſaid Deeds and Conveyances mentioned at any Time before, and until the Day of the Date of theſe Preſents. *And* in caſe of Refuſal or Non-payment of the ſaid Rents, and Arrears of Rents, Fines and other Profits, by all or any of the Tenants of the ſaid Premiſſes, or any Part thereof, It ſhall and may be lawful to and for the ſaid H. N. his Executors, Adminiſtrators and Aſſigns, to ſue and proſecute for the ſame in the Names of the ſaid S. F. *&c.* or any of them, as Counſel ſhall adviſe; he the ſaid H. N. his Executors, Adminiſtrators and Aſſigns, ſaving them harmleſs from any Coſts or Damages that may happen to them, or any of them, by reaſon of uſing their Names as aforeſaid. *In Witneſs*, &c.

A Declaration, That there ſhall be no Benefit of Survivorſhip in the Grant of an Annuity to two Perſons; made as a Security againſt Incumbrances upon Lands purchaſed.

THIS *Indenture* made, *&c. Between* W. S. of, *&c.* of the one Part; and R. S. of, *&c.* of the other Part. *Whereas* by one Indenture, bearing Date, *&c.* made or mentioned to be made between A. B. of, *&c.* and C. D. of, *&c.* of the one Part; and the ſaid W. S.

and R. S. of the other Part: The ſaid A. B. and C. D. for the ſaving and keeping harmleſs and indemnified the ſaid W. S. and R. S. and either of them, their and either of their Heirs and Aſſigns, and the Manor of, &c. and Lands in, &c. purchaſed by the ſaid W. S. And the Capital Meſſuage or Manor-houſe of, &c. and other Lands, Tenements and Hereditaments in, &c. purchaſed by the ſaid R. S. of and from one Annuity or yearly Rent-charge of, &c. unto which the ſaid ſeveral Lands are liable; and for other good Cauſes and Conſiderations the ſaid A. B. and C. D. thereunto moving, they the ſaid A. B. and C. D. *Have* granted and confirmed unto the ſaid W. S. and R. S. their Heirs and Aſſigns, one Annuity or yearly Rent-charge of, &c. to be yearly iſſuing and going out of all thoſe the Manors and Lordſhips of, &c. and other Lands and Hereditaments in the ſaid Indenture mentioned, payable at ſuch Times as is therein mentioned; as in and by the ſaid Indenture (Relation being thereunto had) may appear. *Now this Indenture witneſſeth*, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, That no Right or Benefit of Survivorſhip ſhall be had, or claimed by the Survivor of them the ſaid W. S. and R. S. but that the Heirs and Aſſigns of ſuch of them as ſhall happen to die firſt, ſhall and may have and take as much Benefit by the ſaid Rent-charge of, &c. as the Party ſo dying ought to have, in caſe he was living; And that each of them the ſaid W. S. and R. S. reſpectively, and their reſpective Heirs and Aſſigns, as there ſhall be Occaſion, ſhall have the Benefit of the ſaid recited Deed,

and

and of the Rent-charge of, &c. therein mentioned, for the ſecuring of their reſpective Intereſts in the Lands by them reſpectively purchaſed as aforeſaid. *In Witneſs*, &c.

A Diſclaimer on making a Conveyance.

THIS *Indenture Tripartite* made, &c. *Between* T. K. of, &c. of the firſt Part; H. H. of, &c. of the ſecond Part; and R. H. of, &c. of the third Part. *Whereas* the ſaid R. H. did Seal and Deliver, as his Act and Deed, one Indenture Tripartite, bearing Date, &c. had and made between the ſaid R. H. of the firſt Part, the ſaid H. H. of the ſecond Part, and the ſaid T. K. of the third Part; purporting a Grant and Aſſignment of a Tenement or Dwelling-houſe, and certain Lands and Tenements, ſituate, lying and being in, &c. and a certain Term and Eſtate in the ſame Tenements by the ſaid R. H. to the ſaid T. K. as in and by the ſaid Indenture more at large appeareth: *Now this Indenture witneſſeth*, That the ſaid T. K. doth hereby ſignify and declare, That he did never accept of the ſaid Aſſignment or Conveyance, or of any Eſtate or Intereſt intended to be granted or conveyed by the ſame, and that the ſame was Sealed and Delivered without his Knowledge, Privity and Conſent; And doth therefore hereby abſolutely renounce and diſclaim all ſuch Eſtate, Right, Title and Intereſt, as the ſaid T. K. his Executors or Adminiſtrators, may or can have or claim in or to the ſaid Premiſſes, or any Part thereof. *And* the ſaid T. K. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the

the ſaid H. H. his Executors and Adminiſtrators, That he the ſaid H. H. his Executors and Adminiſtrators, ſhall and may at all Times hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Premiſſes, with the Appurtenances, without the Let, Trouble and Interruption of the ſaid T. K. his Executors and Adminiſtrators, and of all others lawfully claiming in, by, from or under him, them, or any of them. *And* the ſaid R. H. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid T. K. his Executors and Adminiſtrators, That he the ſaid R. H. his Executors and Adminiſtrators, ſhall and will at all Times from henceforth for ever hereafter ſave harmleſs, and keep indemnified, the ſaid T. K. his Executors and Adminiſtrators, and every of them, of and from all manner of Coſts, Charges, Expences and Damages whatſoever that may happen to him, them, or any of them, for or by Reaſon or Means, or any way concerning the ſaid intended Conveyance, or any Thing therein contained; or for or by Reaſon or Means of the making of theſe Preſents, or any Thing herein contained. *In Witneſs*, &c.

A Renunciation of an Adminiſtration.

KNOW *all Men* by theſe Preſents, That I L. B. eldeſt Brother of S. B. late of, *&c.* deceaſed inteſtate, do hereby renounce and relinquiſh the Adminiſtration of the Goods and Chattels late of the ſaid Inteſtate; And I do deſire, that the ſame Adminiſtration may be granted and committed to J. H. of, *&c.*

And

And I do hereby authorize and appoint S. G. and R. S. my true and lawful Proctors, and either of them, jointly and ſeverally, for me, and in my Name, to exhibit this my Renunciation, and to procure the ſame to be duly admitted and allowed, and to do all and ſingular other Act and Acts, requiſite and neceſſary to be done in the Premiſſes, as fully and amply as I my ſelf might do, if I were perſonally preſent; ratifying, confirming and allowing all and whatſoever my ſaid Proctors, or either of them, ſhall do or cauſe to be done in the Premiſſes by theſe Preſents. *In Witneſs*, &c.

A Renunciation or Diſclaimer of Executorſhip, with Recital of a ſpecial Will, &c.

THIS *Indenture Tripartite* made, *&c. Between* M. M. of, *&c.* of the firſt Part; J. B. of, *&c.* of the ſecond Part; and Sir C. K. of, *&c.* of the third Part. *Whereas* A. K. late of, *&c.* duly made and publiſhed her laſt Will and Teſtament in Writing, bearing Date, *&c.* and thereby ordered, That all her Debts and Legacies ſhould, as ſoon as conveniently might be, paid; and in caſe her perſonal Eſtate ſhould fall ſhort to do it, then that her real Eſtate ſhould be charged therewith, and liable thereto; And for that End, ſhe deviſed to her Truſtees herein after named, *All* her Lands, Tenements and Hereditaments whatſoever; *To hold* to her ſaid Truſtees, their Executors, Adminiſtrators and Aſſigns, for the Term of 500 Years next after the Day of her Death; upon Truſt, that they might by Mortgage or Mortgages of the ſame, or any Part thereof, from Time

Time to Time, as ſhould be neceſſary, raiſe and pay ſuch Deficiency: And ſhe thereby deviſed to the ſaid Sir C. K. *All* her Lands at, *&c.* which were purchaſed hy her Mother the Lady M. K. of, *&c.* And alſo all her Eſtate and Intereſt in the Lands at, *&c.* which were mortgaged by her Couſin, *&c.* to Sir N. C. her Grandfather; And in caſe it ſhould pleaſe God to reſtore her Niece M. (Daughter of her Brother Sir C. K.) to her perfect Underſtanding, and to free her from her Indiſpoſition and Fits; Then ſhe gave to her, and the Heirs of her Body lawfully begotten, (only charged and liable as aforeſaid) *All* her Lands and Tenements, except her ſaid Lands which ſhe had deviſed to her Brother as above: But in the mean Time, during her ſaid Niece's Indiſpoſition and Fits, in caſe ſhe might be permitted to continue under the Care of her Niece T. and her Niece T. ſhould be willing to entertain her; then ſhe gave to her ſaid Niece T. during the Time that her ſaid Niece M. ſhould be ſo under her Care, the Profits of all her Lands (except what ſhe had ſo given to her Brother). But in caſe her Niece T. ſhould be unwilling to take care and entertain her ſaid Siſter, or neglect the ſame; *Then* ſhe gave the Profits of her ſaid Lands to the ſaid M. M. during the Life of her ſaid Niece M. *To hold* to her and her Aſſigns during the Life of her ſaid Niece M. And in caſe ſhe ſhould not recover of her Illneſs aforeſaid, and have no Iſſue as aforeſaid; *Then* ſhe gave *All* her Lands to her Nephew Sir C. K. during the Term of his natural Life, without Impeachment of Waſte, and after the Determination of that Term, ſhe gave and deviſed the ſame

Lands

Lands and Tenements to E. C. Eſq; and the ſaid M. M. and their Heirs, during the Life of her Nephew, to preſerve the contingent Remainders therein after limited; but *in Truſt*, to permit and ſuffer her ſaid Nephew and his Aſſigns, *To* hold the ſaid Premiſſes, and to receive the Rents and Profits thereof during his Life; And after his Deceaſe, *Then* to the firſt and other Sons of his Body, in Tail Male, with Remainder to her own right Heirs, and made the ſaid J. B. and M. M. Executors and Truſtees; as in and by the ſaid Will (amongſt other Things) may more fully appear. *And whereas* the ſaid A. K. ſoon after making the ſaid Will died, and the ſaid M. K. is alſo long ſince dead without Iſſue, having not recovered her Illneſs or Indiſpoſition. *And whereas* the ſaid M. M. refuſed to accept the ſaid Executorſhip and Truſt, and never acted therein, nor ever received any of the Rents or Profits of the ſaid Lands; but the ſaid J. B. alone proved the ſaid Will, and took upon him the Execution thereof: *Now this Indenture witneſſeth*, That the ſaid M. M. as a further Declaration thereof, *Doth* by theſe Preſents renounce and diſclaim the ſaid Executorſhip, and all the Truſts repoſed in her by the ſaid recited Will; and doth likewiſe by theſe Preſents, remiſe and releaſe unto the ſaid J. B. his Executors and Adminiſtrators, all her Eſtate, Right, Title and Intereſt, in and to the ſaid Premiſſes, and in and to the ſaid Term of 500 Years, by Virtue of the ſaid recited Will, or otherwiſe howſoever. *In Witneſs*, &c.

Revocations

Revocations and new Declarations, Appointments, &c.

A Revocation of a Suit commenc'd in one of the Courts at Weſtminſter.

TO *all People*, &c. J. A. B. of, &c. ſend greeting. *Whereas* C. D. in and by one Bond or Obligation, bearing Date, &c. became bound unto me in the penal Sum of, &c. conditioned for the Payment unto me the ſaid A. B. of the Sum of, &c. with lawful Intereſt for the ſame, in or upon, &c. laſt paſt, as thereby may appear: *And whereas* on Failure in Payment of the ſaid Sum of, &c. at the Day and Time appointed by the Condition of the ſaid recited Obligation, I the ſaid A. B. brought, and commenc'd an Action at Common Law, in the Court of King's Bench at *Weſtminſter*, againſt the ſaid C. D. *And whereas* the ſaid C. D. ſince the bringing of the ſaid Action hath applied to me, and made me Satisfaction therein: *Now Know ye*, That I the ſaid A. B. in Conſideration thereof, do hereby revoke and withdraw the ſaid Action and Suit, brought againſt the ſaid C. D. on the ſaid recited Obligation, and all Proceedings thereupon had and proſecuted; And I do alſo countermand all Letters of Attorney, and other Authorities whatſoever, by me heretofore made or given to any Perſon or Perſons, for the Proſecution of any Action or Suit upon the ſaid Bond, and do ſignify and declare, that no Action ſhall or may at any Time hereafter be brought or proſecuted againſt the

ſaid C. D. his Heirs Executors, &c. upon the ſaid recited Obligation. *In Witneſs*, &c.

A Revocation by a Man and his Wife, of Marriage Articles; and new Appointment to the Uſe of the Husband and his Heirs, made Purſuant to a Power reſerved in the ſaid Marriage Articles.

WHEREAS in and by certain Articles of Agreement, bearing Date, &c. made between, &c. it was concluded and agreed by and between the ſaid Parties thereto, That a Marriage ſhould be forthwith had and ſolemnized between the ſaid M. H. and E. H. And he the ſaid M. H. for and in Conſideration of the ſaid Marriage, and of the Fortune he was to have with her, *Did* for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid, &c. to ſettle Lands on Truſtees for the Uſe of himſelf, Wife and Iſſue, &c. And it was further therein agreed, That in the ſaid Settlement there ſhould be a Power for the ſaid M. H. in caſe he ſhould die before the ſaid E. H. to charge the Premiſſes with 2000*l.* or any Part thereof, to be raiſed immediately after the Death of the ſaid E. H. to be paid to ſuch Perſon or Perſons as the ſaid M. H. ſhould by his laſt Will or any other Writing appoint; And that in the ſaid Settlement or Conveyance there ſhould be alſo contained a Power for the ſaid M. H. and E. H. jointly, at any Time during their joint Lives, to revoke, alter and make void the ſaid Uſes, Truſts and Powers, or any of them, in all the Premiſſes, or in any Part or Parcel thereof,

ſcribed and ſealed in the Preſence of the Witneſſes, whoſe Names are hereunto put, revoke and make void the ſaid Uſe and Truſt in the ſaid Deed contained, touching the ſaid Rent or Annuity of, *&c.* thereby payable to the ſaid E. H. for his own, his Wife and Child's Lives, as aforeſaid: *And* doth hereby declare, That the ſaid Rent or Annuity, and the Payments thereof, ſhall from henceforth ceaſe and determine. And the ſaid H. N. doth diſcharge the ſaid F. H. P. R. and C. B. and every of them, and their Heirs, of and from the Payment of the ſaid, *&c. per Annum*, or any Part thereof, to the ſaid E. H. his Wife or Child, or either of them. *In Witneſs*, &c.

A Revocation of Uſes in an Indenture, and new Limitation, according to a Power, made in Conſideration of a Sum of Money, &c.

TO *all People*, &c. Sir J. M. of, *&c.* Baronet, ſendeth Greeting; *Know ye* that the ſaid Sir J. M. according to and in Purſuance of the Power to him reſerved in and by one Indenture, bearing Date, *&c.* made or mentioned to be made between the ſaid Sir J. M. of the one Part, and P. R. of, *&c.* of the other Part; And in Purſuance of all and every other Power and Powers, and Authorities whatſoever reſerved, or limited to him in this behalf, and ſo far as he is any ways enabled; (the Conſent of the ſaid P. R. being hereunto obtained, as by a Deed Poll under his Hand and Seal, expreſſing ſuch his Conſent may appear) doth by theſe Preſents revoke and make void all and every the Uſes, in the ſaid Indenture limited, of, for and concerning all

and every the Meſſuages, Lands and Hereditaments, with their Appurtenances in, &c. in the ſaid Indenture mentioned; And alſo all and every the Uſes whatſoever, of, for, touching or concerning any Meſſuages, Lands, Tenements or Hereditaments whatſoever, in, &c. aforeſaid, which now are, or at any Time heretofore were the Meſſuages, Lands or Hereditaments of the ſaid Sir J. M. And the ſaid Sir J. M. for good and valuable Conſiderations him thereunto moving; and eſpecially for and in Conſideration of the Sum of, &c. to him in Hand paid by R. H. of, &c. and J. L. of, &c. the Receipt whereof is hereby acknowledged, doth by theſe Preſents according to and in Purſuance of the Power aforeſaid, limit the Uſe and Uſes of all the ſaid Premiſſes in, &c. aforeſaid, to the ſaid R. H. and J. L. their Heirs and Aſſigns; and doth hereby direct and appoint, that every Perſon or Perſons, which now do, or hereafter ſhall ſtand and be ſeized of the ſaid Premiſſes, or any Part thereof, ſhall ſtand and be ſeized thereof, and of every Part thereof, to the Uſe of the ſaid R. H. and J. L. and of their Heirs and Aſſigns for ever. *In Witneſs*, &c.

A ſpecial Power of Revocation in a Settlement.

PRovided always, And it is covenanted, granted, concluded and agreed, by and between all and every the ſaid Parties to theſe Preſents, and the Intent and Meaning of them, and every of them, and of theſe Preſents is, That if the ſaid T. Earl of S. or the ſaid H. Lord W. after the Death of the ſaid Earl, or any other the Son or Sons of the ſaid Earl,

after the Death of the ſaid Earl, and Lord W. and after ſuch Eſtate in Poſſeſſion for Life is fallen to him or them, ſhall at any Time or Times hereafter, during their reſpective Lives, be minded, or deſirous to revoke, alter or make void, all or any the Uſes, Limitations, Intents or Purpoſes, before, in and by theſe Preſents, mentioned, declared, expreſſed, limited or appointed, for or concerning all or any the Primiſſes; and ſhall (being of full Age) by any Writings ſubſcribed with their reſpective Hands, and ſealed reſpectively by themſelves, in the Preſence of three or more credible Witneſſes, ſignify or declare the ſame, or to that Effect; That then and immediately from thenceforth all and every the Uſe and Uſes, Limitations, Intents and Purpoſes, in and by theſe Preſents, mentioned, declared, expreſſed, limited and appointed, of, for and concerning the Premiſſes, or ſuch Part thereof, whereof ſuch Revocation ſhall be made, And all and every the Eſtate and Eſtates raiſed, veſted or ſettled in, by, upon, or by reaſon of theſe Preſents, for and concerning the ſame, (the ſeveral Eſtates, Leaſes, Grants, Jointures and Rent-Charges, to be before ſuch Declaration or Revocation, made, granted or limited by the ſaid Earl, and the ſaid Lord W. and the ſaid other Sons of the ſaid Earl as aforeſaid, or any of them, by Force of the Proviſoes, Powers and Authorities aforeſaid, excepted) *Shall* ceaſe, determine, and be void, and of none Effect, to all Intents, Conſtructions and Purpoſes; any Thing herein contained to the contrary in any wiſe notwithſtanding. And that then, and from thenceforth, theſe Preſents ſhall be and Enure,

and

and the ſaid A. B. C. D. *&c.* and their Heirs ſhall from thenceforth ſtand and be ſeized of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and of every Part and Parcel thereof, with the Appurtenances, whereof ſuch Revocation ſhall be made, to the only Uſe and Behoof of the ſaid T. Earl of S. his Heirs and Aſſigns for ever, *&c.* charged nevertheleſs with ſuch ſeveral and reſpective Jointures, Leaſes, Grants, Eſtates and Rents as before ſuch Revocation ſhall be made over, raiſed, limited, granted or appointed by the ſaid T. Earl of S. and the ſaid H. Lord W. and ſuch other Son or Sons of the ſaid Earl, or any of them reſpectively, by Force or Virtue of any the Powers or Proviſoes above-mentioned.

A Revocation of a Deed, by Indorſement.

KNow *all Men* by theſe Preſents, That the within named J. W. doth hereby ſignify and declare that he is minded, and determined to alter, change and make void all and every the Uſe and Uſes, Eſtate and Eſtates, in and by the within written Indenture, limited and appointed; and that from Time to Time, and at all Times from henceforth for ever hereafter, all and every the Uſes by the ſaid Indenture, mentioned and expreſſed, ſhall be void and of none Effect. *And* the ſaid J. W. doth in Purſuance of the Power to him reſerved by this Writing, ſigned with his Hand, and ſealed with his Seal, in the Preſence of, *&c.* being competent Witneſſes, abſolutely alter, change, revoke and make void all and every the Uſe and Uſes, Eſtate and Eſtates,

in and by the within written Indenture limited and appointed; and doth hereby declare, that from Time to Time, and at all Times from henceforth for ever hereafter, all and every the Uſe and Uſes, Eſtate and Eſtates in and by the within written Indenture mentioned and expreſſed, ſhall ceaſe, determine, and be void and of no Effect; and that from Time to Time, and at all Times from henceforth, the Premiſſes within mentioned, and every Part and Parcel thereof, with the Appurtenances, ſhall be and remain, and the ſaid J. W. and his Heirs ſhall and will ſtand and be ſeiſed thereof, to the only proper Uſe of the ſaid J. W. his Heirs and Aſſigns for ever, to do therewith at his and their Wills and Pleaſures. *In Witneſs*, &c.

A Revocation, and new Declaration, by a Man and his Wife, of an Eſtate formerly ſettled by Fine, the Man for 99 *Years, if he lived ſo long, Remainder to his Wife for Life, Remainder to their Heirs Male*, &c. *with a Proviſo to revoke, made purſuant to the Power in the Indenture, to lead the Uſes of the Fine to a Purchaſer of the Premiſſes.*

THIS *Indenture*, made, *&c. Between* S. C. of, *&c.* and M. his Wife of the one Part, and E. W. of, *&c.* of the other Part. *Whereas* the ſaid S. C. and M. his Wife, did in *Eaſter* Term, which was in the Year of the Reign, *&c.* acknowledge and Levy in due Form of Law unto G. C. and G. H. both of, *&c.* and the Heirs of the ſaid G. C. one Fine *Sur conuzance de droit com ceo*, &c. amongſt all other Things of *All* that Meſſuage, *&c.* as by the ſaid Fine, remaining of Record in his Majeſty's Court of Common Pleas at *Weſtminſter*, may

may appear. *And whereas* in and by one Indenture bearing Date, *&c.* made between the ſaid S. C. and M. his Wife of the one Part, and the ſaid G. C. and G. H. of the other Part, reciting therein in Effect as is herein after recited, it was thereby declared by and between all the Parties to the ſaid Indenture, that the ſaid Fine ſo levied as aforeſaid, ſhould be and Enure to the Uſes following, (that is to ſay) to the Uſe of the ſaid S. C. and his Aſſigns, for and during the Term of 99 Years, from thence next enſuing, and fully to be ended, if the ſaid S. C. ſhould ſo long live, without Impeachment of, or for any manner of Waſte; and from and after the Determination of that Eſtate, *Then* to the Uſe and Behoof of the ſaid G. C. and C. H. and their Heirs, for and during the natural Life of him the ſaid S. upon Truſt, to preſerve the contingent Remainders therein limited, but nevertheleſs to permit the ſaid S. to receive the Rents and Profits of the ſaid Premiſſes to his own Uſe, during his ſaid natural Life; and from and after the Death of the ſaid S. C. *Then* to the Uſe and Behoof of the ſaid M. his Wife, for and during the Term of her natural Life, without Impeachment of, or for any manner of Waſte; and from and after the ſeveral Deceaſes of them the ſaid S. C. and M. his Wife, *Then* to the Uſe and Behoof of the firſt Son of the Body of the ſaid S. C. on the Body of the ſaid M. begotten, and to be begotten, and of the Heirs Males of ſuch firſt Son lawfully iſſuing, with ſeveral Remainders over; in which ſaid recited Indenture there is a Proviſo contained to the Effect following. (*viz.*) That it ſhould be lawful for the ſaid S. C. and M. his Wife at any Time or Times, during their Joint-lives,

by any Writing or Writings under their Hands and Seals, ſubſcribed and executed by them the ſaid S. and M. his Wife, in the Preſence of three or more credible Witneſſes, to alter, change, revoke and make void all and every the Uſes herein before mentioned to be limited, of and in all and ſingular the ſaid Premiſſes, or of or in any Part thereof, and to limit and appoint any more, or other Uſe or Uſes of the Premiſſes, or of any Part thereof, to any Perſon or Perſons whatſoever. And that the aforeſaid Fine ſhould be, and enure to ſuch Uſes, Intents and Purpoſes, as they the ſaid S. C. and M. his Wife ſhould by any ſuch Writing or Writings as aforeſaid, limit, appoint and declare; as in and by the ſaid recited Indenture (amongſt other Things therein contained) may more fully appear. *And whereas* the ſaid S. C. and M. his Wife have contracted with the ſaid E. W. for Sale, to him and his Heirs, of the ſaid Meſſuage and Premiſſes with the Appurtenances, for the Sum of 1500 *l.* of, *&c.* *Now this Indenture witneſſeth*, That for and in Conſideration of the ſaid Sum of 500 *l.* *&c.* To them the ſaid S. C. and M. his Wife in Hand paid by the ſaid E. W. the Receipt whereof is hereby acknowledged; and in Purſuance and full Performance of the ſaid Contract; They the ſaid S. C. and M. his Wife, by Virtue and in Purſuance of the Power and Authority to them reſerved and given in and by the ſaid recited Indenture, and in Purſuance, and by Virtue of all other Powers and Authorities to them reſerved and given, *Do* by this preſent Writing, ſigned with their Hands, and ſealed with their Seals in the Preſence of, *&c.* being three credible Witneſſes, revoke, alter, change and

make void all and every the Uſe and Uſes, Eſtate and Eſtates above-mentioned to be limited and declared in and by the ſaid recited Indenture of the ſaid Meſſuage and Premiſſes, with the Appurtenances above particularly mentioned; and the ſaid S. C. and M. his Wife do hereby declare, that from Time to Time, and at all Times, from henceforth, for ever, all and every the Uſe and Uſes, Eſtate and Eſtates above-mentioned to be limited and declared in and by the ſaid laſt recited Indenture, as touching and concerning the ſaid Meſſuage and Premiſſes laſt mentioned, ſhall ceaſe, determine, and be void and of none Effect, to all Intents and Purpoſes whatſoever; and they the ſaid S. C. and M. his Wife, in further purſuance of the ſaid Power and Authority, to them given and reſerved as aforeſaid, do by this preſent Writing, ſigned and ſealed as aforeſaid, declare that the ſaid Meſſuage, with the Appurtenances, ſhall from henceforth, for ever hereafter be, remain and continue, to the only proper Uſe and Behoof of the ſaid E. W. his Heirs and Aſſigns. *And* the ſaid S. C. and M. his Wife do hereby likewiſe declare, that the ſaid Fine ſo levied as aforeſaid, ſhall be and Enure, and ſhall be adjudged, eſteemed and taken, and is hereby declared to be and Enure, and that the ſaid G. C. and G. H. and their Heirs, and all and every other Perſon or Perſons, and his and their Heirs, ſtanding and being ſeiſed, or which hereafter ſhall ſtand and be ſeiſed, of, or in the ſaid Premiſſes or any Part thereof, ſhall from Time to Time, and at all Times, from henceforth, for ever hereafter ſtand and be ſeiſed thereof, and of every Part thereof, with the Appurtenances, and

of

of, and in the Reverſion and Reverſions, Remainder and Remainders thereof, to the only proper Uſe and Behoof of the ſaid E. W. his Heirs and Aſſigns for ever; and to or for none other Uſe, Intent or Purpoſe whatſoever. (Here add a Covenant for quiet Enjoyment, and a Covenant for future Aſſurance, and alſo a Covenant to produce the Deed to lead the Uſes of the Fine in any Court of Record, for the Manifeſtation of the Title of the ſaid E. W. and his Heirs.) *In Witneſs*, &c.

A Declaration of the Uſes of a Fine, agreed to be levied of Lands; Firſt for the Payment of Debts due on ſeveral Bonds, and then to the Conuſor for Life, Remainder to his Wife for Life, Remainder to ſuch Perſons, and for ſuch Eſtates as they ſhall by Deed or Will Appoint, and for want of ſuch Appointment to their Heirs, &c. *ſubject to the Payment of all the juſt Debts of the Conuſor, at the time of his Death.*

THIS *Indenture Tripartite* made, *&c. Between* T. S. of, *&c.* and M. his Wife of the firſt Part, G. J. of, *&c.* and W. C. of, *&c.* of the ſecond Part, and E. P. of, *&c.* and M. his Wife of the third Part. *Whereas* one Fine, *Sur conuzance de droit come ceo*, &c. with Proclamations, according to the Form of the Statute, in that Caſe, made and provided, is by and with the Conſent and Direction of the ſaid E. P. and M. his Wife, teſtified by their being made Parties to, and ſigning and ſealing of theſe Preſents, intended to be levied and acknowledged before the end of this preſent *Hillary* Term, in his Majeſty's Court of Common Pleas at *Weſtminſter*, by the ſaid T. S. and

and M. his Wife to the ſaid G. J. and W. C. and the Heirs of the ſaid G. *Of All* that Meſſuage or Tenement, ſituate, &c. with the Yards, Gardens and Orchard thereunto belonging, with the Appurtenances; and alſo thoſe ſix Parcels or Cloſes of Ground, called or known by the Name of, &c. containing, &c. *All* which ſaid Meſſuage or Tenement and Lands, with the Appurtenances, were heretofore in the Poſſeſſion of, &c. and now are in the Poſſeſſion of, &c. and alſo one other Meſſuage, &c. and all Trees, Woods, Underwoods, and the Ground and Soil of the ſame Trees, Woods and Underwoods, Waters, Profits, Commodities, Emoluments and Hereditaments thereunto belonging, or appertaining, or therewith, or any Part thereof, as Part, Parcel or Member thereof, uſed or enjoyed; and alſo all ſuch Common of Paſture, in the Commons and Waſtes of, &c. as hath been formerly uſed or enjoyed, with the ſaid ſeveral Meſſuages or Tenements, Lands and Premiſſes; and the Reverſion and Reverſions, Remainder and Remainders of the ſaid Premiſſes; and all Rents and Services, reſerved, due and payable by or upon any Leaſe, Demiſe or Grant whatſoever, made of the ſaid Premiſſes; and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid T. S. of, in, or to the ſaid Meſſuages or Tenements, Lands and Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances: (All which ſaid Meſſuages were purchaſed of, &c.) Which ſaid Fine ſo intended to be levied and acknowledged, is to paſs by the Name of two Meſſuages, one Barn, two Stables, two Gardens,

two

two Orchards, four Acres of Land, eighteen Acres of Meadow, eighteen Acres of Paſture, and Common of Paſture, for all Manner of Cattle, with the Appurtenances, in the Pariſh of, &c. in the County of, &c. or by ſuch other apt Name or Names, as ſhall be adviſed. *Witneſſeth now this Indenture*, That it is the true Intent and Meaning of the ſaid T. S. and M. his Wife, and alſo of the ſaid G. J. and W. C. And it is hereby declared to be their true Intent and Meaning, that the ſaid Fine, ſo or in any other Manner, to be levied or acknowledged; and all other Fines, Conveyances and Aſſurances whatſoever, heretofore had, made, levied, acknowledged or executed, of the ſaid ſeveral Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, herein before-mentioned, or any Part thereof, either alone, by itſelf, or together with any other Meſſuages, Lands, Tenements or Hereditaments, ſhall at all Times, as touching the ſaid ſeveral Meſſuages, Lands, Hereditaments and Premiſſes herein before-mentioned, and every Part and Parcel thereof, be and enure, to and for the ſeveral Uſes, Intents and Purpoſes, herein after-mentioned, (that is to ſay) To the Uſe and Behoof of the ſaid G. J. and W. C. and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, until the Sum of 500*l.* of, &c. and all Intereſt due, and to grow due for the ſame, upon the ſeveral Bonds herein after-mentioned, ſhall be fully paid and ſatisfied unto the ſaid M. now the Wife of the ſaid E.P. her Executors or Adminiſtrators, or to the ſaid G. J. and W. C. or one of them, or

the

the Executors or Adminiſtrators of the Survivor of them, to and for the ſeparate Uſe of the ſaid M. P. her Executors, Adminiſtrators or Aſſigns, one of which Bonds is dated, &c. wherein and whereby the ſaid T. S. by the Name of T. S. of, &c. is become, and ſtandeth bound to the ſaid M. now the Wife of the ſaid E. P. by the Name of M. T. of, &c. in 400 *l.* of, &c. with Condition underwritten, for the true Payment of 205 *l.* of, &c. on, &c. And the other of the ſaid Bonds is dated, &c. And from and after the Payment of the ſaid 500 *l.* and Intereſt as aforeſaid, to the Uſe and Behoof of the ſaid T. S. and his Aſſigns, for and during the Term of his natural Life; and from and after his Deceaſe, to the Uſe and Behoof of the ſaid M. S. and her Aſſigns, for and during the Term of her natural Ltfe; and from and after the Deceaſe of the Survivor of them the ſaid T. S. and M. his Wife, *Then* to the Uſe of ſuch Perſon or Perſons, or for ſuch Eſtate and Eſtates, as the ſaid T. S. and M. his Wife, or the Survivor of them, ſhall by his or her laſt Will and Teſtament in Writing, or by any Deed or Deeds in Writing, to be by them, or the Survivor of them duly ſealed, executed and atteſted by two or more credible Witneſſes, direct and appoint; and for want of ſuch Direction and Appointment, to the Uſe and Behoof of the Heirs of the Body of the ſaid M. S. by the ſaid T. S. lawfully begotten, or to be begotten; and for want of ſuch Heirs, to the Uſe and Behoof of the right Heirs and Aſſigns of the ſaid T. S. for ever; ſubject and liable nevertheleſs, at all Times, to the Payment of ſuch juſt Debt or Debts, as the

ſaid

ſaid T. S. and M. his Wife, or either of them, ſhall juſtly owe, at their reſpective Time or Times of his or her Death, and to or for no other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

An Appointment and Limitation of the Uſes of a Fine levied, made by Way of Collateral Security, for a Sum of Money, &c.

THIS *Indenture* made, *&c. Between* M. J. Wife of J. J. of, *&c.* of the one Part, and M. P. of, *&c.* of the other Part: *Whereas* by Indenture Tripartite, bearing Date, *&c.* made between the ſaid J. J. and M. his Wife, and P. W. of, *&c.* and M. his Wife, *&c.* of the firſt Part; J. R. of, *&c.* and W. W. of, *&c.* of the ſecond Part; and N. W. of, *&c.* of the third Part, reciting therein that the ſaid J. J. and M. his Wife, P. W. and M. his Wife, *&c.* did in *Trinity* Term then laſt paſt, levy and acknowledge, in due Form of Law, before the Juſtices of his Majeſty's Court of Common Pleas at *Weſtminſter*, one Fine, *Sur conuzance de droit come ceo, &c.* with Proclamations, according to the Form of the Statute in that Caſe made and provided, (amongſt other Lands, and with other Perſons) *Of All* that Meſſuage, *&c.* ſituate, *&c.* and of all and ſingular the Cloſes and Parcels of Land, Meadow and Paſture to the ſame belonging, therewithal held and enjoyed, and in the ſame Indenture particularly mentioned; and of the Rents, Reverſions, Remainders and Services thereof, by the Name or Names of, *&c.* or by ſome other apt Name or Names, Quantities, Qualities, Contents and Numbers of

of Acres: And it was by the ſaid recited Indenture declared and agreed, by and between all and every of the ſaid Parties thereunto, and the true Intent and Meaning of them, and of every of them, and of the ſame Indenture, at the Time of the levying the ſaid Fine, was, that the ſaid Fine, and the full Force and Effect thereof ſhould be and enure, and ſhould be deemed, adjudged, conſtrued and taken to be and enure, and was thereby declared to be and enure, as for and concerning the ſaid Meſſuage and Tenement, ſituate, *&c.* and the ſaid ſeveral Cloſes to the ſame belonging, and therewith held and enjoyed; (amongſt other Lands) to ſuch Uſe and Uſes, and for ſuch Eſtate and Eſtates, and in ſuch Manner and Form as the ſaid M. Wife of the ſaid J. J. at any Time or Times, during her natural Life, by any Deed or Deeds in Writing, under her Hand and Seal, teſtified by three or more credible Witneſſes, or by her laſt Will and Teſtament, either alone or together with her ſaid Husband ſhould limit, direct or appoint; and for want of ſuch Limitation, Direction or Appointment, to the Uſe of the ſaid M. J. her Heirs and Aſſigns, for ever, as in and by the ſaid recited Indenture may appear. *And whereas* the ſaid J. J. by one Bond or Obligation, bearing equal Date with theſe Preſents, is become bound to the ſaid M. B. in the Penal Sum of 400*l.* with Condition under-written, for the Payment of 200*l.* on, *&c.* as by the ſame Obligation and Condition may appear. *Now this Indenture witneſſeth*, That for the better ſecuring the Payment of the ſaid Sum of 200*l.* according to the Condition of the ſaid recited Obliga-

Obligation, the ſaid M. J. Wife of the ſaid J. J. doth hereby limit, direct and appoint, that the ſaid Fine ſo levied, as aforeſaid, ſhall from Time to Time, and at all Times hereafter be and enure, as for and concerning the ſaid Meſſuage, *&c.* And the ſaid N. W. and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, ſtanding and being ſeiſed, or which ſhall ſtand or be ſeiſed of, and in the ſame Meſſuage, Tenement and Premiſſes, ſhall from Time to Time, and at all Times hereafter ſtand and be ſeiſed thereof; and of every Part and Parcel thereof, with the Appurtenances, to and for the Uſe and Behoof of the ſaid M. B. her Executors, Adminiſtrators and Aſſigns, for and during the Term of 500 Years next and immediately enſuing and following, and fully to be compleat and ended, without Impeachment of Waſte. *Provided* always, and upon Condition, that if the ſaid J. J. his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid M. B. her Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of 100 *l.* of, *&c.* in and upon, *&c.* according to the Purport and true Meaning of the Condition of the ſaid recited Obligation, That then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine, and be void to all Intents and Purpoſes whatſoever; any Thing herein contained to the contrary thereof, in any wiſe notwithſtanding. *And laſtly*, It is agreed between the ſaid Parties to theſe Preſents, that the ſaid M. J. the Mother, her Heirs and Aſſigns, ſhall and may at all Times, until Default ſhall be made in Performance

formance of the Proviſo or Condition aforeſaid, peaceably and quietly have, hold and enjoy the ſaid Premiſſes herein before limited, in Uſe to the ſaid M. B. and receive and take the Rents, Iſſues and Profits thereof, to her and their own proper Uſe and Benefit; any Thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

A Direction and Appointment, on aſſigning over a Mortgage, made from the Mortgagor and former Mortgagee, to Truſtees of the new Mortgagee or Aſſignee, that they ſhall ſtand ſeiſed of the Premiſſes mortgaged; in Truſt for the new Mortgagee, for better ſecuring the Payment of the Mortgage-Money.

THIS *Indenture Quadripartite* made, &c. *Between* J. W. of, &c. of the firſt Part, T. M. of, &c. of the ſecond Part, C. H. of, &c. W. F. of, &c. R. B. of, &c. and A. H. of, &c. of the third Part, and H. P. of, &c. and P. M. of, &c. of the fourth Part: *Whereas*, &c. [*Here recite a Mortgage from the ſaid* J. W. to the ſaid T. M. &c.] *And whereas* in and by one Indenture Sextipartite, bearing Date, &c. laſt paſt, made between the ſaid J. W. Party hereto of the firſt Part; the ſaid T. E. and W. E. of the ſecond Part; the ſaid T. M. of the third Part; the ſaid C. H. of of the fourth Part; the ſaid W. F. and R. B. of the fifth Part; and the ſaid A. H. of the ſixth Part: He the ſaid T. M. in Conſideration of the Sum of 1200*l.* of, &c. to him in Hand paid by the ſaid C. H. And of the further Sum of 815*l.* more of, &c. to him paid by the ſaid A. H. He the ſaid T. M. *Did* aſ-

ſign *All* and ſingular the ſaid Premiſſes abovementioned (amongſt other Things). And the ſaid J. W. Party hereto, in Conſideration of, *&c.* to him paid by the ſaid A. H. And the ſaid T. E. and W. E. in Purſuance of their Truſt, and for 5 *s.* in Money, *Did* ratify and confirm the ſame Premiſſes unto the ſaid C. H. W. F. R. B. and A. H. *To hold* to them their Executors, Adminiſtrators and Aſſigns, for and during the Remainder of two ſeveral Terms of 1000 Years, and 1000 Years therein mentioned, which was then to come and unexpired: But the ſaid laſt recited Indenture was by a Proviſo or Condition therein contained, made defeaſible on Re-payment by the ſaid J. W. Party to the ſaid laſt Indenture of the ſeveral Sums following, (to wit) to the ſaid C. H. of the Sum of 1200*l.* and Intereſt, and to the ſaid A. H. of the Sum of 815*l.* and Intereſt, *&c.* at certain Days therein mentioned, then and yet to come, as by the ſaid recited Indenture may fully appear. *Now this Indenture witneſſeth*, That the ſaid T. M. in Conſideration that he is fully paid and ſatisfied his ſaid Debt, and all Intereſt due for the ſame, in Manner as in the ſaid laſt recited Indenture is expreſſed; and the ſaid J. W. Party hereto, for the better ſecuring, and more ſure Payment of the ſaid ſeveral Sums of Money to the ſaid C. H. and A. H. reſpectively, with Intereſt for the ſame, in ſuch Manner as in the ſaid Proviſo in the ſaid laſt recited Indenture contained is mentioned and expreſſed; He the ſaid T. M. and the ſaid J. W. Parties hereto, *Have*, and either of them, hath directed and appointed; and by theſe Preſents do, and either of them doth,

doth direct and appoint, That the ſaid H. P. and P. M. their Heirs and Aſſigns, ſhall from henceforth, for ever hereafter, ſtand ſeiſed and poſſeſſed of and intereſted in *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, in the ſaid firſt above recited Indenture contained, *In Truſt* for the ſaid C.H. W. F. R. B. and A. H. their Executors, Adminiſtrators and Aſſigns, ſubject to the Proviſo or Condition in the ſaid laſt recited Indenture contained, above-mentioned, to bear Date, *&c.* laſt paſt. And the ſaid T.M. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid C. H. W. F. R. B. and A. H. their Executors, Adminiſtrators and Aſſigns, That he the ſaid T. M. hath not done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes above-mentioned, or any Part thereof, are, is, ſhall or may be charged or incumbred, in Title, Eſtate, or otherwiſe howſoever. *In Witneſs*, &c.

An Appointment and Diſpoſition of Monies due on a Mortgage to Truſtees, made by a Woman Covert, according to a Power given by Marriage Articles.

WHereas in and by certain Articles of Agreement Quadripartite, bearing Date, *&c.* made between the Right Honourable A. Lord Baron of K. of the firſt Part; the Honourable the Lady A. now Wife of the ſaid Lord K. by the Name of A. D. of, *&c.* of

the ſecond Part; the Right Honourable W. Lord B. Baron of S. and J. G. of, &c. Eſq; of the third Part, and T. E. of, &c. and J. E. of, &c. Eſqs; of the fourth Part, reciting therein (amongſt other Things) that there was a Marriage then intended to be had between the ſaid Lord K. and A. D. and that one N. W. Eſq; and the ſaid T. E. were poſſeſſed of, and intereſted in a Mortgage made by R. B. Eſq; and others, to A. B. Widow, which by mean Aſſignments was ſince come to them for ſecuring the Sum of 1000*l.* and Intereſt, *In Truſt* for the ſaid Lady A. K. therein then called A. D.) He the ſaid Lord K. did thereby covenant and agree with the ſaid T. E. and J. E. that they the ſaid T. E. and J. E. ſhould from thenceforth ſtand poſſeſſed and intereſſed of and in the ſaid 1000*l.* owing by the ſaid R. B. and the mortgag'd Lands whereby the ſame were ſecur'd upon the Truſts, and to the Intents and Purpoſes following, (that is to ſay) *In Truſt* that they would receive the Intereſt thereof, and pay the ſame to the ſaid Lady A. for her ſeparate Uſe; and that her ſingle Acquittance ſhould be a good Diſcharge for ſuch Payment, notwithſtanding her Coverture; and that the ſaid Lord K. ſhould have nothing to do therewith: *And* further, that the ſaid Lady A. might, during her Life, or by her laſt Will, or any other Writing, whether ſhe ſhould be ſole or under Coverture, without the Conſent of the ſaid Lord K. give and diſpoſe of the ſaid 1000*l.* or any Part thereof, to ſuch Perſon or Perſons, and in ſuch Manner and Form as ſhe ſhould think fit. *And whereas* the ſaid Lady A. K. hath received

ceived all the Intereſt of the ſaid 1000 *l.* until the Day of the Date hereof; and the ſaid R. B. hath alſo paid in the ſaid 1000 *l.* Principal Money: *Now know all Men* by theſe Preſents, that I the ſaid Lady A. K do hereby direct and appoint the ſaid T. E. and J. E. to pay 500 *l.* Part of the above-mentioned Sum of 1000 *l.* unto, *&c.* And the Sum of 500 *l.* more, Reſidue thereof, to, *&c.* upon a Mortgage by him made, or to be made to them for ſecuring the Re-payment thereof, with Intereſt: But upon the like Truſts for me, as in the ſaid Articles are contained. And I do hereby declare that ſuch Payments to the ſaid, *&c.* ſeverally, with each of their Receipts reſpectively therefore, ſhall be as effectually, and as full Diſcharges, as if the ſaid 1000 *l.* were actually paid to, and received by my ſelf, with my own Hands. *In Witneſs*, &c.

An Appointment of a Legacy given by Will to a Woman for her ſeparate Uſe, made by the Woman for the Benefit of her Children, &c.

TO *all People*, &c. M. the Wife of J. R. of, *&c.* ſendeth greeting: *Whereas* M. G. of, *&c.* Widow, made her laſt Will and Teſtament in Writing, bearing Date, *&c.* and thereby gave and bequeathed to the ſaid M. R. by the Name of her Grand-daughter M. B. 300 *l.* for her ſole Uſe and Benefit, ſo as no Husband as ſhe ſhould thence-after marry, ſhould have any thing to do therewith; and directed that her Receipt alone, though married, ſhould be a good Diſcharge to her Executors therefore; and appointed that her ſaid

Grand-daughter, after Receipt of the ſaid 300*l.* ſhould put out the ſame at Intereſt in ſome Friend's Name, *In Truſt* for her ſeparate Uſe, and receive the Intereſt of it; and that if ſhe died, and left any Child or Children, then ſhe was to give the ſame to them by ſuch Proportions, and in ſuch Manner as ſhe ſhould think fit: And of her ſaid Will made and conſtituted her Son-in-Law S. B. ſole Executor, as thereby may appear; and ſhortly after died. And the ſaid S. B. hath ſince proved the ſaid Will, and hath paid the ſaid 300*l.* to the ſaid M. who hath ſince let out the ſame at Intereſt, and taken Bond therefore in the Names of T. E. *&c. In Truſt* for her ſeparate Uſe. *Now know ye further* by theſe Preſents, That the ſaid M. Wife of the ſaid J. R. doth hereby direct and appoint, that the ſaid 300*l.* ſhall after her Death be equally divided between all and every ſuch Child and Children as ſhe ſhall leave at the Time of her Deceaſe, and to be paid to each of them ſeverally, when and as they attain their Ages of twenty-one Years, or be married, which firſt happen reſpectively, and the Intereſt thereof to be applied in the mean time for their better Maintenance. And in caſe ſhe ſhall have no ſuch Child that ſhall live to attain that Age, then ſhe doth hereby direct and appoint her ſaid Truſtees to pay the ſaid 300*l.* in Manner following; (that is to ſay) 100*l.* Part thereof to, *&c.* 50*l.* Part thereof to, *&c.* and 150*l.* Reſidue thereof to, *&c.* And doth appoint her ſaid Truſtees to deduct out of the ſaid firſt Intereſt that ſhall ariſe or be made of the ſaid 300*l.* after her

her Death, two Guineas a-piece for their Care and Trouble about the ſaid Truſt. *In Witneſs*, &c.

A Nomination and Appointment of Miniſters to preach Sermons, purſuant to a Will.

TO *all People*, &c. *Whereas* E. S. of, *&c.* in and by his laſt Will and Teſtament in Writing, bearing Date, *&c. Did* give and bequeath unto Sir J. S. Knt. and to his Heirs, and to the Vicar and Church-wardens of, *&c.* aforeſaid, for the Time being, for ever, one Annuity or yearly Rent of 2 *l.* payable and to be paid out of a Ground called, *&c.* ſituate, *&c.* in and upon, *&c.* by even Portions, for the Uſes, Intents and Purpoſes following; (that is to ſay) To pay 10 *s.* a-piece to four Miniſters therein named, for preaching each of them a Sermon, on the four Days therein mentioned yearly for ever, (to wit) on, *&c.* One Sermon by each, *&c.* and after their Deaths, then the ſaid Sir J. S. his Heirs or Aſſigns, and the Vicar and Church-wardens of, *&c.* aforeſaid, for the Time being, were to make Choice of four godly and able Miniſters in their Rooms, who ſhould preach the ſaid four Sermons yearly, in Manner as therein is expreſſed. *And whereas* all the four Miniſters therein named are long ſince dead, and the ſaid Sir J. S. is alſo dead, and J. S. Eſq; is Grandſon and Heir of the ſaid Sir J. S. *Now know ye further* by theſe Preſents, That the ſaid J. S. and E. B. preſent Vicar of, *&c.* and, *&c.* Church-wardens of the ſaid Pariſh, do hereby chooſe, nominate and appoint S. T. of, *&c.* to preach a Sermon yearly in the Pa-

riſh Church of, &c. aforeſaid, on the Feaſt-day of, &c. and J. J. of, &c. to preach a Sermon yearly in the ſame Pariſh Church, on the Feaſt of, &c. and R. K. of, &c. *ut ſupra*, and the ſaid E. B. to preach, &c. and that each of them ſhall have and receive 10 *s.* apiece for ſuch his Sermon, purſuant to the aforeſaid Gift of the ſaid E. S. *In Witneſs.* &c.

An Appointment of Lands ſettled by a Wife on her Marriage with her former Husband, to her ſelf until the Marriage ſolemnized, and afterwards to her Husband for Life, Remainder to her ſelf for Life, Remainder to Truſtees for 60 *Years to pay* 500 l. *to whom ſhe ſhould appoint; Remainder to her Iſſue by her former Husband; and for Default of ſuch Iſſue, to whom ſhe ſhould appoint; made on marrying a ſecond Husband, to limit the Lands to ſuch Husband and herſelf, and their Heirs.*

TO *all People*, &c. J. C. the now Wife of W. C. of, &c. ſends Greeting. *Whereas* the ſaid J. C. whilſt ſhe was ſole (by the Name of J. E. of, &c.) by Indentures of Leaſe and Releaſe, bearing Date, &c. in Conſideration of a Marriage then agreed upon between the ſaid J. and one T. W. of, &c. *Did* grant, convey, releaſe and confirm unto W. W. of, &c. and R. W. of, &c. *All* that Meſſuage, &c. *To be had and holden* unto the ſaid W. W. and R. W. their Heirs and Aſſigns for ever, to the Uſes following; (that is to ſay) *To* the Uſe of the ſaid J. E. her Heirs and Aſſigns, until the ſaid then intended Marriage between the ſaid T. W. and the ſaid J. E. ſhould be had and

ſolemnized; and afterwards to the Uſe of the ſaid T. W. for Term of his natural Life; and after his Deceaſe, to the Uſe of the ſaid J. E. for Term of her natural Life, without Impeachment of Waſte; the Remainder to the ſaid W. W. and R. W. their Executors, Adminiſtrators and Aſſigns, for the Term of ſixty Years, without Impeachment of Waſte, *In Truſt* for the raiſing of 500 *l.* to be paid to ſuch Perſon or Perſons, and in ſuch Manner as the ſaid J. with or without the Conſent of the ſaid T. W. by any Writing under her Hand and Seal, teſtified by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, ſhould direct, limit or appoint; And from and after the End or other Determination of the ſaid Term of 60 Years, to the Uſe of the Heirs of the Body of the ſaid J. E. by the ſaid T. W. lawfully to be begotten; and for Default of ſuch Heirs, to the Uſe of ſuch Perſon and Perſons, and his and their Heirs and Aſſigns for ever, as the ſaid J. E. with or without the Conſent of the ſaid T. W. by any Writing under her Hand and Seal, teſtified by two or more competent Witneſſes, or by her laſt Will and Teſtament in Writing ſo atteſted, ſhould nominate, direct, limit or appoint; And for Default of ſuch Nomination, Limitation, Direction or Appointment as aforeſaid, to the Uſe of the ſaid T. W. his Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever; as in and by the ſaid Indenture of Releaſe may appear. *And whereas* the ſaid Marriage did afterwards take Effect, and the ſaid T. W. is ſince dead without having any Child by the ſaid J. E. and

ſhe

ſhe the ſaid J. E. hath ſince intermarried with the ſaid W. C. her preſent Husband. *Now know ye*, That the ſaid J. C. in Conſideration of the ſaid Marriage laſt mentioned, and for other Conſiderations her thereunto moving, *Hath* (in Purſuance of the Power to her reſerved and given, in and by the ſaid recited Indenture of Releaſe) limited, ordered, directed and appointed, and by this preſent Writing ſigned with her Hand, and ſealed with her Seal, in the Preſence of J. T. J. B. and A. D. being three credible Witneſſes, doth order, direct, limit and appoint, That all and ſingular the ſaid Premiſſes above-mentioned, with the Appurtenances, ſhall from henceforth for ever hereafter be and remain; and the ſaid W. W. and R. W. and their Heirs, and all and every other Perſon and Perſons, and his and their Heirs, ſtanding and being ſeized of and in the ſaid Meſſuage, Tenements and Premiſſes above recited, ſhall at all Times hereafter ſtand and be ſeized thereof, and of every Part and Parcel thereof, with the Appurtenances, to the Uſe and Behoof of the ſaid W. C. and J. his Wife, their Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

Surrenders.

Surrenders.

A Surrender of a Houſe in London, *to a Man and his Heirs on Condition, in Nature of a Mortgage.*

THIS Indenture made, *&c. Between* S. B. of, *&c.* Widow, (Relict and late Wife of R. B. late of the ſame Place, Merchant, deceaſed) of the one Part; and W. B. of, *&c.* Son and Heir of the ſaid R. B. of the other Part; *Witneſſeth*, That the ſaid S. B. for and in Conſideration of the Sum of 10 *s.* of, *&c.* to her in Hand paid by the ſaid W. B. the Receipt whereof ſhe doth hereby acknowledge: She the ſaid S. B. *Hath* granted, releaſed, ſurrendred, yielded up, and for ever quit-claimed, and by theſe Preſents doth grant, *&c.* unto the ſaid W. B. his Heirs and Aſſigns for ever, *All* that Meſſuage or Tenement formerly erected and built by J. J. late Citizen and Grocer of *London* deceaſed, ſituate and being in, *&c. Street*, in the Pariſh of, *&c. London*, as the ſame adjoineth unto a new-built Brick Meſſuage or Tenement, now or late of, *&c.* Which ſaid Meſſuage or Tenement herein mentioned to be hereby releaſed and ſurrendred, is now or lately was called or known by the Name or Sign of, *&c.* and was once in the Tenure or Occupation of J. R. Mercer, and was built by the ſaid J. J. upon a Piece or Parcel of Ground that was conveyed or mentioned to be conveyed to the ſaid J. J. and his Heirs, by, *&c.* and which by good Conveyances and Aſſurances in the Law,

Law, was ſince conveyed and aſſured to the ſaid R. B. his Heirs and Aſſigns; and all and ſingular Edifices, Buildings, Rooms, Chambers, Shops, Cellars, Sollars, Lights, Eaſements, Ways, Waters, Water-courſes, Emoluments, and other Advantages, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage or Tenement before mentioned to be hereby granted and releaſed, or to any Part or Parcel thereof, in any wiſe belonging or appertaining, or to or with the ſame, or any Part or Parcel thereof, now or heretofore uſed, held, letten, ſet, occupied or accepted, reputed, taken or known, as Part, Parcel and Member thereof, or as belonging thereunto; And alſo all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, of her the ſaid S. B. of, in and to the ſaid Meſſuage, Tenements and Premiſſes above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* the ſaid Meſſuage, Tenement and Premiſſes above-mentioned, with the Appurtenances, unto the ſaid W. B. his Heirs and Aſſigns, *To* the only proper Uſe and Behoof of the ſaid W. B. his Heirs and Aſſigns for ever. *Provided* always, and upon Condition, That if the ſaid W. B. his Heirs or Aſſigns, do not, nor ſhall well and truly pay, or cauſe to be paid, unto the ſaid S. B. her Executors, Adminiſtrators or Aſſigns, the full Sum of 500 *l.* of, &c. in and upon, &c. next coming; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe and be void, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Surrender

A Surrender of a Meſſuage or Tenement and Lands, held for 99 Years, to the next in Reverſion, and his Heirs.

TO *all People, &c.* A. B. of, *&c.* ſendeth Greeting. *Whereas* the ſaid A. B. is poſſeſſed of, and intereſſed in one Meſſuage or Tenement lying and being in, *&c.* for the Remainder of a certain Term of 99 Years, determinable on the Deaths of him the ſaid A. B. and C. D. of, *&c.* the Reverſion whereof doth belong to E. F. of, *&c.* Eſq; *Now know ye*, That the ſaid A. B. for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid E. F. the Receipt whereof the ſaid A. B. doth hereby confeſs and acknowledge; He the ſaid A. B. *Hath* ſurrendred and yielded up, and by theſe Preſents doth ſurrender and yield up unto the ſaid E. F. his Heirs and Aſſigns for ever, the ſaid Meſſuage or Tenement, and Premiſſes abovementioned; and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid A. B. of, in and to the ſame. *In Witneſs*, &c.

A Surrender of Lands held by Chattel Leaſe, made to him next in Reverſion.

TO *all People, &c.* A. H. of, *&c.* ſendeth Greeting. *Whereas* the ſaid A. H. by Virtue of one Indenture of Leaſe bearing Date, *&c.* granted by, *&c.* ſtands poſſeſſed of, and intereſſed in, *All* that Meſſuage or Tenement, with the Appurtenances, ſituate, *&c.* and of and in all thoſe Cloſes, *&c.* to the ſaid Meſſuage

Meſſuage or Tenement belonging or appertaining, for the Remainder of a certain Term of Ninety-nine Years, determinable on the Death of the ſaid A. H. *&c.* as by the ſaid Leaſe may appear. *Now know ye*, That the ſaid A. H. for and in Conſideration of the Sum of, *&c.* to her in Hand paid by W. S. of, *&c.* the Receipt whereof ſhe doth hereby acknowledge; She the ſaid A. H. *Hath* granted, bargained, ſold, ſurrendred, yielded up, and for ever quit-claimed, and by theſe Preſents doth grant, *&c.* unto the ſaid W. S. (to whom the Reverſion and Inheritance of the ſaid Premiſſes doth belong and appertain) and to his Heirs and Aſſigns for ever, *All* and ſingular the ſaid Meſſuage, Tenement, Cloſes, Lands, Hereditaments and Premiſſes above-mentioned, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, as well in Equity as in Law, of her the ſaid A. H. of, in and to the ſaid Meſſuage, Tenement and Premiſſes, with the Appurtenances; ſo that neither ſhe the ſaid A. H. her Executors, Adminiſtrators or Aſſigns, or any of them, ſhall or may have, claim, challenge or demand the ſaid Premiſſes, or any Part thereof, or any Eſtate, Right, Title or Intereſt, of, in and to the ſame, or any Part thereof: But ſhall at all Times hereafter, of and from all and every Action, Right, Title or Intereſt, of, for and concerning the ſaid Premiſſes, and every Part thereof, be barred and for ever excluded by theſe Preſents. *And* the ſaid A. H. for her ſelf, her Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid W. S. his Heirs and Aſſigns, that he

the ſaid W. S. his Heirs and Aſſigns, ſhall and may at all Times hereafter peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of her the ſaid A. H. her Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons claiming, or to claim, by, from or under her. *In Witneſs*, &c.

A Surrender of a Leaſe for Life, of Church Lands to the Biſhop.

TO *all People*, &c. B. M. of, &c. ſendeth Greeting. *Whereas* I the ſaid B. M. am lawfully and ſole ſeized for Term of my natural Life, of and in *All* that Meſſuage or Tenement, with the Appurtenances, now in the Tenure or Occupation of, &c. lying and being in, &c. by Virtue of one Indenture of Leaſe, bearing Date, &c. thereof made and granted, by the Right Reverend Father in God, J. late Lord Biſhop of, &c. unto me the ſaid B. M. and to R. my then Wife, now deceaſed, and to B. M. the younger, then my Son and now alſo deceaſed, for Term of our Lives, and the Life of the longeſt Liver of us. *And whereas* the Reverſion of *All* and ſingular the ſaid Premiſſes doth belong and appertain to the Right Reverend Father in God, S. by Divine Permiſſion now Lord Biſhop of, &c. and his Succeſſors. *Now know ye*, That I the ſaid B. M. for divers good Cauſes and Conſiderations me thereunto moving, *Have*

ſurrendred

ſurrendred and yielded up, and by theſe Preſents do fully, freely and abſolutely ſurrender and yield up unto the ſaid S. Lord Biſhop of, &c. and his Succeſſors, as well the ſaid Meſſuage or Tenement, and other the Premiſſes, with the Appurtenances; as alſo all my Eſtate for Term of my natural Life, of and in the ſame, together with the ſaid Indenture, and all my Right, Title and Intereſt, of, and in all and ſingular the Premiſſes, with the Appurtenances; *To have and to hold* the ſaid Meſſuage or Tenement, and Premiſſes, with the Appurtenances, unto the ſaid S. Lord Biſhop of, &c. and his Succeſſors, from henceforth for ever. *In Witneſs*, &c.

A Surrender of a Leaſe to a Dean and Chapter, upon Condition to grant a new Leaſe.

THIS *Indenture* made, &c. *Between* A. N. of, &c. of the one Part; and the Reverend R. L. of, &c. Dean of, &c. and the Chapter of the ſame Church, of the other Part. *Whereas* in and by one Indenture bearing Date, &c. made between W. A. of, &c. of the one Part, and R. G. of, &c. of the other Part; the ſaid W. A. did, for the Conſiderations therein mentioned, demiſe, grant, and to Farm let, unto the ſaid R. G. *All* that Meſſuage, &c. ſituate, &c. then or late in the Tenure of, &c. *To hold* the ſame unto the ſaid R. G. his Executors and Aſſigns, from the Day of the Date of the ſaid Indenture, for the Term of 99 Years, and fully to be compleat and ended, if, &c. ſhould ſo long live, *At* and under the yearly Rent of, &c. as in and by the ſaid recited Indenture (Relation being

being thereunto had) more at large may appear. *And whereas* the ſaid Meſſuage or Tenement, and Premiſſes, are ſince by mean Aſſignments lawfully come to the ſaid A. N. for the Remainder of the ſaid Term of 99 Years above recited which is now to come and unexpired: *Now this Indenture witneſſeth*, That the ſaid A. N. for and in Conſideration, and to the Intent and Purpoſe, that the ſaid Dean and Chapter, or their Succeſſors, ſhall and will before, &c. next enſuing the Date hereof, demiſe, grant, and to Farm let, unto the ſaid A. N. his Heirs and Aſſigns, *All* and ſingular the above-mentioned Premiſſes, with the Appurtenances; *To have and to hold* the ſame Premiſſes unto the ſaid A. N. his Heirs and Aſſigns, for and during the natural Lives of him the ſaid A. N. and, &c. and the Life of the longeſt Liver of them, *Hath* ſurrendred and yielded up, and by theſe Preſents doth ſurrender and yield up unto the ſaid Dean and Chapter, the above recited Indenture of Leaſe of the Premiſſes, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, which the ſaid A. N. now hath in or to the Premiſſes, or in or to any Part or Parcel thereof, by Virtue of the ſaid Indenture of Leaſe, and any Aſſignment and Aſſignments thereof whatſoever. *Provided* always, and upon Condition nevertheleſs, That if the ſaid Dean and Chapter, or their Succeſſors, ſhall not before the ſaid, &c. next enſuing the Date hereof, make a good and ſufficient Leaſe in the Law, of *All* and ſingular the Premiſſes above-mentioned, unto the ſaid A. N. his Heirs and Aſſigns, for the Term of the Lives of him the ſaid A. N. and, &c.

as is before expreſſed, according to the true Intent and Meaning of theſe Preſents, then this Surrender to be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Surrender or Aſſignment of a Copyhold Eſtate to the Lord of the Manor.

TO *All People*, &c. M. C. of, *&c.* ſendeth Greeting. *Whereas* the ſaid M. C. by Virtue of a Copy of Court-Roll of the Manor of, *&c.* bearing Date, *&c.* granted by, *&c.* then Lord of the ſaid Manor, is and ſtands lawfully poſſeſſed of, and intereſſed in one Tenement, *&c.* being Part of the Manor aforeſaid, for the Term of her Life, according to the Cuſtom of the ſaid Manor; as by the ſaid Copy of Court-Roll more at large may appear. *Now theſe Preſents witneſs*, That the ſaid M. C. for and in Conſideration of the Sum of, *&c.* to her in Hand paid by W. B. of, *&c.* Eſq; preſent Lord of the Manor, of, *&c.* aforeſaid; the Receipt whereof the ſaid M. C. doth hereby confeſs and acknowledge; *Hath* aſſigned, transferred and ſet over, and by theſe Preſents doth aſſign, *&c.* unto the ſaid W. B. the before recited Tenement, *&c.* with the Appurtenances, and all the Right, Title, Intereſt, Claim and Demand whatſoever of her the ſaid M. C. of, in and to the ſame, by Virtue of the ſaid Copy of Court-Roll or Cuſtom of the ſaid Manor, or otherwiſe howſoever, together alſo with the ſaid Copy, and to the Intent the ſaid W. B may become as lawfully and abſolutely poſſeſſed of the ſaid Tenement

Tenement, Lands and Premiſſes, as of other Parts of the ſaid Manor now in his Hands, the ſaid M. C. doth hereby covenant and promiſe to and with the ſaid W. B. his Heirs and Aſſigns, That ſhe the ſaid M. C. ſhall and will at the next Court-Baron, to be held for the ſaid Manor of, *&c.* or at any other Time or Times, upon the Requeſt and at the Coſts and Charges of the ſaid W. B. or his Heirs, ſurrender into his or their Hands, or into the Hands of the Steward of the ſaid Manor or otherwiſe, according to the Cuſtom of the ſaid Manor, *To* the Uſe of the ſaid W. B. his Heirs and Aſſigns, the aforeſaid Tenement, *&c.* and all the Lands, Meadows, Paſtures, Feedings, and Commons to the ſame belonging or appertaining, and all her Right, Title, Claim and Demand whatſoever, of, in and to the ſame: *And alſo*, That ſhe the ſaid M. C. ſhall and will from Time to Time, and at all Times hereafter, during the Term of her Life, at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid W. B. his Heirs or Aſſigns, make and do all and every ſuch further and other lawful and reaſonable Acts and Things, for the further, better, and more perfect aſſuring and conveying of the ſaid Tenement, Lands and Premiſſes, *To* the Uſe of the ſaid W. B. his Heirs and Aſſigns; as by him or them, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *And further*, That at the Time of ſuch Surrender or Surrenders, or other Aſſurance or Aſſurances to be made of the ſaid Tenement, Lands and Premiſſes, the ſame ſhall be free and clear, and freely and clearly acquitted and diſcharged

ged of and from all former Surrenders, Forfeitures, and other Incumbrances whatſoever, had, made, done, or wittingly or willingly ſuffered by her the ſaid M. C. or by any other Perſon or Perſons lawfully claiming by, from, or under her. *In Witneſs*, &c.

A Surrender of a Term granted by Will.

THIS *Indenture* made, *&c. Between* H. G. of, *&c.* of the one Part; and R. G. of, *&c.* of the other Part. *Whereas* in and by the laſt Will and Teſtament of Sir R. G. of, *&c.* bearing Date, *&c.* he the ſaid R. G. having appointed ſeveral Sums of Money to be paid unto the ſaid H. G. and, *&c.* ſeverally and reſpectively, as is therein expreſſed, *Did* give and deviſe unto the ſaid H. G. *All* that Meſſuage or Tenement, *&c.* for the Term of, *&c.* and of the ſaid Will made the ſaid H. G. ſole Executor; as in and by the ſaid laſt Will and Teſtament (amongſt other Things therein contained) may appear. *And whereas* the immediate Reverſion and Freehold of the ſaid Meſſuage or Tenement, and Premiſſes, expectant upon the Determination of the ſaid Term of, *&c.* belongs to the ſaid R. G. *Now this Indenture witneſſeth*, That the ſaid H. G. for and in Conſideration of a competent Sum of Money to him in Hand paid, or ſecured to be paid, by the ſaid R. G. at or before the Sealing and Delivery of theſe Preſents, for and towards the Payment of the ſaid ſeveral Sums of Money in and by the ſaid laſt Will and Teſtament appointed to be paid; the Receipt of which Money, or Security for the ſame, he the ſaid H. G. doth hereby acknowledge; and for

for other good Cauſes and Conſiderations him thereunto moving, *Hath* ſurrendred and yielded up, and by theſe Preſents doth ſurrender and yield up unto the ſaid R. G. *All* the Eſtate, Term of Years, and Intereſt whatſoever of him the ſaid H. G. of and in *All* that the ſaid Meſſuage or Tenements, *&c.* with all and every the Houſes, *&c.* and Appurtenances, and of and in all and ſingular other the Meſſuages, Houſes, Lands, Tenements and Hereditaments whatſoever, of him the ſaid H. G. in, *&c.* aforeſaid, with their and every of their Appurtenances, given and deviſed by the laſt Will and Teſtament of the ſaid Sir R. G. to the ſaid H. G. as aforeſaid. *And* the ſaid H. G. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid R. G. and his Aſſigns, by theſe Preſents, That he the ſaid H. G. hath not made any former Surrender, Grant, Leaſe or Eſtate of the ſaid Meſſuage or Tenement, and Premiſſes; nor done, committed, or willingly and wittingly ſuffered any Act, Matter or Thing whatſoever, whereby all the Reſidue of the ſaid Eſtate and Term of, *&c.* to him the ſaid H. G. by the ſaid laſt Will and Teſtament of the ſaid Sir R. G. given and bequeathed, which is yet unexpired, may not by theſe Preſents be fully and abſolutely ſurrendred and yielded up in Manner aforeſaid. *In Witneſs*, &c.

A Surrender of an Office.

TO *all to whom* theſe Preſents ſhall come, C. C. of, &c. Eſq; and J. D. of, &c. Eſq; ſend Greeting. *Whereas* his late Majeſty King *William* the Third, by Letters Patent under his Great Seal of *England*, bearing Date, &c. *Did* grant unto the ſaid J. D. for his Life, the Office of, &c. together with the yearly Salary and Allowance of, &c. and all other Fees, Profits and Advantages to the ſaid Office belonging. *And whereas* our Sovereign Lord *George* that now is, by Letters Patent under the Great Seal of *Great Britain*, bearing Date, &c. *Did* grant the ſaid Office, Fees and Premiſſes, unto the ſaid C. C. *To hold* after the Determination of the Eſtate and Intereſt of the ſaid J. D. therein for his Life, during the Life of the ſaid C. C. as by the ſaid ſeveral Letters Patent may more at large appear. *Now know ye*, That the ſaid C. C. and J. D. for good Conſiderations them thereunto moving, *Have*, and either of them hath granted, ſurrendred and yielded up, and by theſe Preſents do, and either of them doth grant, ſurrender and yield up, unto our Sovereign Lord the King's moſt excellent Majeſty that now is, his Heirs and Succeſſors, the Office, Fees, and other the Premiſſes above mentioned, and every of them, and all their and either of their Eſtate, Rights, Title, Intereſt, Claim and Demand whatſoever, of, in and to the ſame, and every Part and Parcel thereof, by Force or Virtue of the ſaid ſeveral Letters Patent, or either of them, or otherwiſe howſoever, together with the ſaid ſeveral Letters Patent to be cancelled. *In Witneſs*, &c.

A

A Surrender or Aſſignment of a Mortgage, made by the Mortagee back to the Mortgagor, on paying the Mortgage Money.

THIS *Indenture* made, *&c. Between* J. L. of, *&c.* of the one Part; and Sir E. H. of, *&c.* of the other Part. *Whereas* in and by one Indenture, bearing Date, *&c.* made or mentioned to be made between the ſaid Sir E. H. and J. A. R. A. *&c.* of the one Part; and the ſaid J. L. of the other Part; He the ſaid Sir E. H. and alſo they the ſaid J. A. and R. A. *&c.* for and in Conſideration of the Sum of 500 *l.* of, *&c.* therein mentioned, to be paid by the ſaid J. L. to the ſaid Sir E. H. and for other Conſiderations in the ſaid Indenture mentioned, *Did* demiſe, grant, bargain and ſell, unto the ſaid J. L. his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage, *&c.* ſituate, *&c. To hold* the ſame Premiſſes unto the ſaid J. L. his Executors, Adminiſtrators and Aſſigns, from thenceforth unto the full End and Term of 500 Years thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waſte, under the yearly Rent of a Pepper-Corn. But in the ſaid Indenture there is a Proviſo or Condition contained, That if the ſaid Sir E. H. did pay unto the ſaid J. L. the ſaid Sum of 500 *l.* with lawful Intereſt for the ſame, in and upon, *&c.* next enſuing the Date of the ſaid Indenture, and now laſt paſt; that then the ſaid J. L. his Executors, *&c.* ſhould ſurrender, aſſign, or otherwiſe transfer, *All* and ſingular the Premiſſes above-mentioned, with the Appurtenances, and all his Eſtate, Term and Intereſt therein to the ſaid Sir E. H.

his Heirs and Aſſigns, or to whom he or they ſhould direct and appoint; as in and by the ſaid recited Indenture more at large may appear. *And whereas* all Intereſt of the ſaid 500 *l.* is fully paid and ſatisfied to the Day of the Date of theſe Preſents: *Now this Indenture witneſſeth*, That the ſaid J. L. for and in Conſideration of the Sum of 500 *l.* of, *&c.* to him in Hand paid by the ſaid Sir E. H. at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid J. L. doth hereby acknowledge, he the ſaid J. L. *Hath* aſſigned and ſurrendred, and by theſe Preſents doth aſſign and ſurrender unto the ſaid Sir E. H. his Heirs and Aſſigns, *All* and ſingular the ſaid Meſſuages, Tenements, Lands, Hereditaments and Premiſſes above mentioned, and in and by the ſaid recitedIndenture granted, or mentioned to be granted unto him the ſaid J. L. And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid J. L. of, in and to the ſaid Premiſſes, and of, in and to every Part and Parcel thereof: *To have and to hold* the ſaid Meſſuages or Tenements, Lands, Hereditaments, and all and ſingular other the Premiſſes above-mentioned, with their and every of their Appurtenances, unto the ſaid Sir E. H. his Heirs and Aſſigns, for all the Eſtate, Term and Intereſt, as he the ſaid J. L. hath or ought to have therein. *And* the ſaid J. L. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant and grant to and with the ſaid Sir E. H. his Heirs and Aſſigns, by theſe Preſents, That he the ſaid J. L. hath not done any Act or Thing, whereby the Premiſſes hereby

hereby aſſigned and ſurrendred, or mentioned to be aſſigned and ſurrendred, or any Part thereof, are or may be any Ways impeached, charged or incumbred, in Title, Eſtate or otherwiſe. *In Witneſs*, &c.

A Surrender of a Truſt, and Releaſe of all Claims.

TO *all People*, &c. I *A. B.* of, &c. ſend Greeting. *Whereas* by one Indenture of Leaſe, bearing Date, &c. [*Here recite a Leaſe to the ſaid* A. B.] In which ſaid Indenture, I the ſaid *A. B.* do hereby declare, That my Name was only uſed *in Truſt* for the Benefit and Behoof of *C. D.* of, &c. *Now know ye*, That I the ſaid *A. B.* in Diſcharge of the Truſt in me repoſed, and at the Requeſt of the ſaid *C. D. Have* remiſed, releaſed, ſurrendred, aſſigned and ſet over, and by theſe Preſents, for me, my Executors and Adminiſtrators, do freely and abſolutely remiſe, &c. unto the ſaid *C. D.* his Executors and Aſſigns, *All* the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Benefit, Claim and Demand whatſoever, which I the ſaid *A. B.* have, or may have, or claim, of, in or to the ſaid Premiſſes, or of and in any Sum of Money, or other Matter or Thing whatſoever in the ſaid Indenture contained, mentioned and expreſſed; ſo that neither I the ſaid *A. B.* my Executors or Adminiſtrators, or any of us, at any Time hereafter, ſhall or will ask, claim, Challenge or demand any Intereſt, Uſe, Benefit, Truſt, Privilege or other Thing, in any Manner whatſoever, by Reaſon or Means of the ſaid Indenture, or any Covenant therein contained, but thereof and there-

therefrom, and from all Actions, Suits and Demands, which I, my Executors or Aſſigns, may have concerning the ſame, ſhall be utterly excluded and for ever debarred by theſe Preſents. *In Witneſs*, &c.

Releaſes of Equity of Redemption, *&c.*

A Releaſe of the Equity of Redemption of Lands conveyed in Fee, and of Lands aſſigned for Term of Years, upon Truſt, *whereby the Truſts are declared in Nature of a Settlement*, &c.

THIS Indenture made, *&c. Between* L. A. of, *&c.* and G. his Wife, T. J. of, *&c.* and M. his Wife, Daughter of the ſaid L. A. of the one Part; and R. C. of, *&c.* and T. W. of, *&c.* of the other Part: *Whereas* in and by certain Indentures of Leaſe and Releaſe, bearing Date, *&c.* the Releaſe being Tripartite, and made between the ſaid L. A. of the firſt Part, G. S. of, *&c.* T. E. the Elder of, *&c.* T. C. of, *&c.* and A. M. of, *&c.* of the ſecond Part; and the ſaid R. C. and T. W. of the third Part; a Meſſuage or Tenement, with a Garden, Backſide, and ſeveral Pieces and Parcels of Land, Arable, Meadow and Paſture thereto belonging, ſituate and being at, *&c.* with the Appurtenances, are granted and conveyed to the ſaid R. C. and T. W. and their Heirs, upon ſuch Truſts, and for ſuch Ends, Intents and Purpoſes, as ſhould be in and by theſe Preſents limited, expreſſed and declared: *And whereas* by two ſeveral Aſſignments, each bearing Date

Date the Day before the Date hereof, one made between the ſaid L. A. of the firſt Part, the ſaid T. E. the Elder, W. B. of, &c. and T. E. the Younger of, &c. of the ſecond Part; and the ſaid R. C. and T. W. of the third Part; and the other made between the ſaid L. A. of the firſt Part; the ſaid G. S. T. E. T. C. and A. M. of the ſecond Part; and the ſaid R. C. and T. W. of the third Part; ſeveral Meſſuages, Lands and Tenements in the Pariſh of, &c. and within the Manor of, &c. with their Appurtenances, have been aſſigned to the ſaid R. C. and T. W. for the Remainder of ſeveral Terms of Years therein mentioned, upon ſuch Truſts, and for ſuch Ends, Intents and Purpoſes, as ſhould be herein likewiſe declared. *Now this Indenture witneſſeth*, That the ſaid L. A. for and in Conſideration that the ſaid G. his Wife, and T. J. and M. his Wife, have by Fine, and other good and ſufficient Conveyances in the Law, joined with the ſaid L. A. for the conveying of ſeveral Meſſuages, Lands and Tenements, with their Appurtenances, ſituate in, &c. wherein the ſaid G. was dowable, and whereon the ſaid M. when Sole, had a Security for 300 *l.* And in Conſideration alſo of the natural Love and Affection which the ſaid L. A. hath and beareth to K. his Daughter, and for her better Maintenance and Livelihood in Time to come; and in Conſideration alſo of the Sum of 5 *s.* of, &c. to the ſaid L. A. in Hand paid by the ſaid R. C. and T. W. the Receipt whereof is hereby acknowledged; he the ſaid L. A. *Hath* remiſed and releaſed, ratified and confirmed, and by theſe Preſents

Preſents doth remiſe and releaſe, ratify and confirm unto the ſaid R. C. and T. W. their Heirs, Executors and Adminiſtrators, *All* and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances above-mentioned, to be conveyed and aſſigned; and alſo all his Eſtate, Right, Title and Intereſt of, in and to the ſame, as well in Equity as in Law: *To have and to hold* the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes above recited to be lying and being at, *&c.* and every Part and Parcel thereof, with the Appurtenances, unto the ſaid R. C. and T. W. their Heirs and Aſſigns, *To* the only proper Uſe and Beho of of the ſaid R. C. and T. W. their Heirs and Aſſigns for ever. *And to have and to hold* the ſaid ſeveral Meſſuages, Lands, Tenements and Premiſſes above recited to be aſſigned in, *&c.* and every Part and Parcel thereof, with the Appurtenances, unto the ſaid R. C. and T. W. their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral Terms above-mentioned, which are yet to come and unexpired: *Nevertheleſs* upon this eſpecial Truſt and Confidence, and to this End, Intent and Purpoſe, That they the ſaid R. C. and T. W. and the Survivor of them, and the Heirs, Executors and Adminiſtrators of ſuch Survivor, ſhall and will, *In* the firſt Place, out of the Rents and Profits of the ſaid Premiſſes, raiſe and pay the Sum of, *&c.* now due and owing to the ſaid T. E. with Intereſt for the ſame; and in the next Place, ſhall and will raiſe and pay yearly and every Year, during the joint

joint Lives of the ſaid L. A. and G. his Wife, the clear yearly Sum of, &c. And ſhall and will alſo, during the Life of the ſaid L. A. raiſe and pay to the ſaid T. J. and M. his Wife, the like clear yearly Sum of, &c. And to each of them the, &c. and K. A. the yearly Sum of, &c. a-piece; and after Raiſing and Payment of the ſaid ſeveral Sums, *Then* they the ſaid R. C. and T. W. ſhall, will, and ought to permit and ſuffer the Reſidue of the Rents and Profits of the Premiſſes to be received and taken by the ſaid L. A. and his Aſſigns, during his Life, for his ſole Uſe and Benefit; and from and after the Deceaſe of the ſaid L. A. the elder, *Then* in Truſt, That they the ſaid R. C. and T. W. and the Survivor of them, and the Heirs, Executors and Adminiſtrators of ſuch Survivor, ſhall and ought, either by Mortgage, Sale or otherwiſe, to raiſe and pay to the ſaid T. J. and M. his Wife, the full Sum of 300*l.* of, &c. within ſix Months after his Death, with uſual Intereſt therefore from his Death; and ſhall and ought alſo in like Manner to raiſe and pay to the ſaid K. A. the like Sum of, &c. with Intereſt from his Death, ſhe being unmarried, or having been married in the Life-time of her Father and Mother, with their Conſent: And as to the Premiſſes lying in, &c. charg'd and chargeable as aforeſaid, in caſe the ſame ſhall not be ſold for the Purpoſes aforeſaid, *In Truſt* for the right Heirs of the ſaid L. A. And as to the Copyhold Lands held of the Manor of, &c. *In Truſt* for the ſaid G. A. for ſuch and ſo long Time as ſhe ſhall continue a Widow, ſole and unmarried; and from and after her Death or Marriage, which firſt happen

pen, then *In Truſt* that the ſame ſhall and may be held and enjoyed by the ſaid, &c. and K. A. during their Lives ſucceſſively, according to the Cuſtom of the ſaid Manor of, &c. *Provided* always, and it is hereby agreed and declared, That it ſhall and may be lawful to and for the ſaid R. C. and T. W. to receive and deduct out of the Rents and Profits of the ſaid Premiſſes, all their reaſonable Coſts, Charges, Expences and Damages that they or any, or either of them, ſhall expend, lay out, ſuſtain or be put unto, by Reaſon of the Truſt hereby in them repoſed. And it is further agreed and declared, That each of them the ſaid R. C. and T. W. ſhall be accountable for ſuch Rents and Profits only as ſhall actually come to his own Hands ſeverally, and not for the Rents or Payments of each other. *And* the ſaid L. A. for himſelf, his Heirs and Aſſigns, doth covenant and grant, to and with the ſaid R. C. and T. W. their Heirs and Aſſigns, That (for and notwithſtanding any Act, Matter or Thing by him the ſaid L. A. done to the contrary) *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes abovementioned, ſhall from Time to Time, and at all Times hereafter, be, remain and continue, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes herein before expreſſed and declared; and to and for none other Uſe, Intent, Truſt or Purpoſe whatſoever. *In Witneſs*, &c.

A Releaſe

A Releaſe of the Equity of Redemption of a Manor and Advowſon, mortgaged for 500 *Years, where the Mortgage is aſſigned over ſeveral Times; and there is a Bill and Decree in* Chancery *to foreclose the Equity, which are particularly recited.*

TO *all People*, to whom theſe Preſents ſhall come, Greeting. *Whereas* by Indenture of Grant, Bargain and Sale, bearing Date, *&c.* made between R. N. late of, *&c.* deceaſed, of the one Part, and T. K. and S. R. of, *&c.* and N. M. of, *&c.* of the other Part; he the ſaid R. N. in Conſideration of the Sum of 600 *l.* of, *&c.* therein mention'd to be paid by the ſaid T. K. S. R. and N. M. and which was accordingly paid, *Did* grant, bargain, ſell and demiſe unto the ſaid T. K. S. R. and N. M. *All* that the Manor of, *&c.* with their Rights, Members and Appurtenances thereof in the ſaid County of, *&c.* And all Meſſuages, Mills, Lands, Tenements, Meadows, Paſtures, Woods, Underwoods, Heaths, Commons, Waſtes, Fiſhings, Rents, Reverſions, Court-Leet, Perquiſites and Profits of Courts and Leets, Foldcourſe, Liberty of Foldage, Sheep-feeding, Royalties, Franchiſes, Emoluments and Hereditaments whatſoever, to the ſaid Manor belonging or appertaining, or then, or then before had, reputed or taken as Part, Parcel or Member thereof; and alſo the Advowſon and Right of Patronage of the Rectory and Church of, *&c.* aforeſaid; all which ſaid Premiſſes are ſituate, lying and being in, *&c.* or in ſome or any of them in the ſaid County of, *&c.*

and

and the Reverſion and Reverſions, Remainder and Remainders, of *All* and ſingular the aforeſaid Manor, Advowſon and Premiſſes, and of every Part and Parcel of the ſame: *To be had and holden* unto the ſaid T. K. S. R. and N. M. their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid recited Indenture, unto the full End and Term of 500 Years, from thence next enſuing, and fully to be compleat and ended, without Impeachment of, or for any Manner of Waſte; *At* and under the yearly Rent of one Pepper-Corn, payable upon the Feaſt of, *&c.* (only if the ſame ſhould be lawfully demanded): Which ſaid recited Indenture was, by a Proviſo or Condition therein contained, made defeaſible on Payment of the Sum of 615 *l.* at a Day long ſince paſt; as in and by the ſame Indenture may more fully appear. *And whereas* the ſaid Sum of 615 *l.* or any Part thereof, was not paid upon the Day mention'd for the Payment of the ſame in the ſaid Proviſo, whereby the ſaid recited Indenture, and the Eſtate thereby made or granted, became abſolute in Law: *And whereas* by Indenture Tripartite of Aſſignment, bearing Date, *&c.* made between L. N. Son of the ſaid R. N. of the firſt Part; the ſaid T. K. S. R. and N. M. of the ſecond Part; and J. W. Citizen and Stationer of *London*, of the third Part; in Conſideration of the Sum of 616 *l.* of, *&c.* therein mentioned to be paid by the ſaid J. W. to the ſaid T. K. S. R. and N. M. and which was accordingly paid; and of 20 *s.* of like Money to the ſaid L. N. alſo paid by the ſaid J. W. They the ſaid T. K. S. R.

and N. M. *Did* bargain, ſell, aſſign and ſet over, and the ſaid L. N. did ratify and confirm the ſaid Manor, Advowſon, Hereditaments and Premiſſes, and all their Eſtate and Intereſt therein, unto the ſaid J. W. his Executors, Adminiſtrators and Aſſigns. *And whereas* by one other Indenture Tripartite of Aſſignment, bearing Date, *&c.* made between the ſaid L. N. of the firſt Part, the ſaid J. W. of the ſecond Part, and R. J. of, *&c.* of the third Part; in Conſideration of the Sum of 616 *l.* of, *&c.* to the ſaid J. W. therein mentioned to be paid by the ſaid R. J. and of the further Sum of 884 *l.* of, *&c.* to the ſaid L. N. therein mentioned to be paid alſo by the ſaid R. J. He the ſaid J. W. *Did* bargain, ſell, aſſign and ſet over, and the ſaid L. N. did ratify and confirm the ſaid Manor, Hereditaments and Premiſſes, and all his Eſtate, Term and Intereſt therein, unto the ſaid R. J. his Executors, Adminiſtrators and Aſſigns. *And whereas* in and by one other Indenture Tripartite, bearing Date, *&c.* made between the ſaid L. N. of the firſt Part, the ſaid R. J. of the ſecond Part, and E. C. of, *&c.* of the third Part; in Conſideration of the Sum of 1500 *l.* of, *&c.* to the ſaid R. J. and of the Sum of 20 *s.* of like Money to the ſaid L. N. in Hand paid by the ſaid E. C. He the ſaid R. J. (by and with the Conſent and Direction of the ſaid L. N.) *Did* bargain, ſell, aſſign and ſet over the ſaid Manor, Hereditaments and Premiſſes, and all his Eſtate, Term and Intereſt therein, unto the ſaid E. C. his Executors, Adminiſtrators and Aſſigns: And the ſaid L. N. for the Conſiderations aforeſaid, did

by the ſame Indenture ratify and confirm unto the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Grant, Bargain and Sale, and Indentures of Aſſignment; and alſo the ſaid laſt recited Indenture, and the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments, and all other the Premiſſes, with their Appurtenances: Which ſaid laſt recited Indenture was, by a Proviſo or Condition therein contained, made defeaſible on Payment by the ſaid L. N. unto the ſaid E. C. of the Sum of 1500 *l.* and Intereſt, at ſeveral Days long ſince paſt; as in and by the ſaid ſeveral Indentures may more fully appear. *And whereas* in and by one Indenture, bearing Date, *&c.* made between the ſaid L. N. of the one Part, and the ſaid E. C. of the other Part, reciting therein in effect as is herein before recited; and reciting alſo that the ſaid 1500 *l.* and the Intereſt thereof, were not paid, according to the true Meaning of the ſaid laſt recited Indenture; and that upon an Account that Day made up between the ſaid L. N. and E. C. of and concerning the ſaid Principal Money, and the Intereſt thereof, there remained juſtly due and owing from the ſaid L. N. to the ſaid E. C. the full Sum of 1650 *l.* of, *&c.* He the ſaid L. N. in Conſideration of the ſaid Sum of 1650 *l.* ſo due and owing as aforeſaid; and for the better ſecuring and more ſure Payment thereof, with Intereſt, in Manner therein after expreſſed; and for 5 *s.* in Money to him in Hand then paid by the ſaid E. C. He the ſaid L. N. did remiſe and releaſe unto the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, the

Proviſo or Condition in the ſaid laſt recited Indenture contained, and all Benefit and Equity of Redemption of the ſaid Manor and Premiſſes, by Virtue or Colour thereof, or otherwiſe howſoever; and alſo all Covenants, Clauſes and Agreements in the ſame Indenrure compriſed, which on the Part and Behalf of the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, were to have been performed. And the ſaid L. N. for the Conſideration aforeſaid, *Did* grant, bargain and ſell, releaſe, ratify and confirm unto the ſaid E. C. *All* and ſingular the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, as well in Equity as in Law, of him the ſaid L. N. of, in and to the ſaid Manor and Premiſſes, and of in and to every Part and Parcel thereof, with the Appurtenances; *To hold* unto the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 500 Years above-mentioned, which was then to come and unexpired, clearly and abſolutely freed and diſcharged of and from the Proviſo or Condition in the ſaid laſt recited Indenture contained, and of and from all Benefit and Equity of Redemption of the ſaid Manor and Premiſſes, by Virtue or Colour thereof, or otherwiſe howſoever: Which ſaid

recited Indenture was, by a Proviſo or Condition therein contained, made defeaſible on Payment by the ſaid L. W. unto the ſaid E. C. of the Sum of 1691 *l.* 5 *s.* on a certain Day therein mentioned then to come, and now paſt; as in and by the ſaid laſt recited Indenture may more fully appear. *And whereas* the ſaid Sum of 1691 *l.* 5 *s.* not being paid, according to the Proviſo of the ſaid laſt recited Indenture; and there being a very great Arrear of Intereſt due and unpaid, the ſaid E. C. exhibited his Bill into the high and honourable Court of Chancery, againſt the ſaid L. N. thereby praying that the ſaid L. N. might be decreed to pay the Mortgage-Money and Intereſt unto the ſaid E. C. or that he might be debarred and foreclоſed of all Equity of Redemption of the ſaid mortgaged Premiſſes: To which Bill the ſaid L. N. appeared and put in his Anſwer, and thereby confeſſed the ſaid recited Mortgage; and that the whole Principal Money, together with a great Arrear of Intereſt remained then due and unpaid, and thereby prayed a reaſonable Time to be allowed him for Payment thereof; and the ſaid Cauſe coming to be heard in the ſaid Court on, *&c.* it was then ordered, adjudged and decreed, That it ſhould be referred to, *&c.* one of the Maſters of that Court, to compute the Principal Money and Intereſt due to the Plaintiff the ſaid E. C. on the ſaid Mortgage, and to tax him his Coſts at Law, and in that Court; and what, upon the ſaid Account, the ſaid Maſter ſhould find and certify due to the Plaintiff for Principal Money and Intereſt on his Mortgage, diſcounting what the Plaintiff had received in

Part

Part thereof, and for his Coſts at Law, and in that Court; it was further order'd and decreed, That the ſaid Defendant ſhould pay the ſame to the Plaintiff, within ſix Months then next; or in Default thereof, That the Defendant ſhould be foreclоſed of the Equity of Redemption of the ſaid mortgaged Premiſſes, and ſhould make further Aſſurance of the Premiſſes, according to the Covenant contained in the Mortgage Deed: But if the ſaid Defendant ſhould pay what the ſaid Maſter ſhould certify due for Principal, Intereſt and Coſts as aforeſaid, by the Time aforeſaid; then the ſaid Plaintiff was to reconvey or aſſign the ſaid mortgaged Premiſſes to the Defendant, or as he ſhould appoint, free from all Incumbrances done by him, or any Perſon claiming by, from or under him. *In* Purſuance of which Order, the ſaid Maſter made his Report, dated, *&c.* and thereby certified to be due to the Plaintiff for Principal, Intereſt and Coſts, the Sum of 2207 *l.* 5 *s.* which he appointed to be paid by the ſaid Defendant to the Plaintiff on, *&c.* then next, at the Chapel of the *Rolls* in *Chancery-Lane*, between the Hours of Ten and Twelve of the Clock of the Forenoon of the ſame Day; as by the ſaid Report duly filed in the ſaid Court may more fully appear: Which ſaid Report, and all the Matters and Things therein contained, was by an Order of the ſaid Court, dated, *&c.* of the ſame Month of, *&c.* ratified and confirmed by the Order, Authority and Decree of that Court, to be obſerved and performed by all Parties thereto, according to the Tenor and true Meaning thereof: And by a ſubſequent Order, dated,

&c. it was ordered, That the Time appointed for redeeming the Premiſſes in Queſtion, ſhould be enlarged for three Months. And by a ſubſequent Order, dated, *&c.* (upon the ſaid Defendant's ſigning the Regiſter's Book, that he would ask no further Time than the firſt Day of *Trinity* Term then next, to redeem the ſaid mortgaged Premiſſes) it was ordered, That the Time for the Defendant's redeeming the Premiſſes in Queſtion, ſhould be enlarged till the ſaid firſt Day of *Trinity* Term then next. And by a ſubſequent Order, dated, *&c.* in regard the ſaid Defendant had not complied with the Terms of the ſaid recited Order of, *&c.* then paſt in any Reſpect whatſoever, nor ſigned the Regiſter's Book, nor paid the Money reported due to the Plaintiff, though the Time given by the ſaid Order was long ſince elapſed; it was by the Right Honourable *William* Lord *Cowper*, Baron of *Wingham*, Lord High Chancellor of *Great Britain*, and by the High and Honourable Court of Chancery, and the Power and Authority of the ſame, ordered, adjudged and decreed, That the Defendant ſhould from thenceforth ſtand abſolutely foreclоſed and debarred of the Equity of Redemption of the ſaid mortgaged Premiſſes; as by the ſaid final Decree, duly ſigned and inrolled in the ſaid Court, may more fully appear. *And whereas* the ſaid L. N. hath peruſed the ſaid Report, and is fully ſatisfied that the Money reported due to the ſaid E. C. is actually due on the ſaid recited Mortgage, and that it is the full Value of the ſaid mortgaged Manor and Premiſſes. *Now know ye therefore*, by theſe Preſents, That he the ſaid L. N. in Conſi-

Conſideration thereof, and for quieting the ſaid E. C. in the Poſſeſſion and Enjoyment of the ſaid Manor and Premiſſes, and for extinguiſhing all Right, and Pretence of Right, to any Equity of Redemption of the ſaid Premiſſes; he the ſaid L. N. *Hath* remiſed and releaſed, and by theſe Preſents doth remiſe, *&c.* unto the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, the Proviſo or Condition in the ſaid laſt recited Indenture contained, and all Benefit and Equity of Redemption of the ſaid Manor and Premiſſes, by Virtue or Colour thereof, or otherwiſe howſoever; and alſo all Covenants, Clauſes and Agreements in the ſame Indenture compriſed, which on the Part and Behalf of the ſaid E. C. his Executors, Adminiſtrators or Aſſigns, were to have been, or are or ought to be performed. *And further*, he the ſaid L. N. for the Conſiderations aforeſaid; and in Conſideration alſo of the Sum of 5*s.* of, *&c.* to him in Hand paid by the ſaid E. C. the Receipt whereof is hereby acknowledged; he the ſaid L. N. *Hath* granted, bargained and ſold, releaſed, ratified and confirmed, and by theſe Preſents doth grant, *&c.* unto the ſaid E. C. *All* and ſingular the Manor, Advowſon, Meſſuages, Lands, Tenements and Hereditaments above recited, to have been granted or aſſigned to the ſaid E. C. and every Part and Parcel thereof, with the Appurtenances; and alſo the Reverſion and Reverſions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever,

as well in Equity as in Law of him the ſaid L. N. of, in and to the ſaid Manor and Premiſſes, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and ſingular the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above-mention'd, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 500 Years above recited, which is yet to come and unexpired, freely and clearly acquitted and diſcharged of and from all Benefit and Equity of Redemption whatſoever. *And* the ſaid L. N. for himſelf, his Heirs and Aſſigns, doth covenant and grant, to and with the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, That he the ſaid E. C. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, during the Remainder of the ſaid Term of 500 Years above recited, which is yet to come and unexpired, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, *All* and ſingular the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements and Hereditaments above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid L. N. his Heirs and Aſſigns; and of all and every other Perſon and Perſons whatſoever claiming, or to claim, by, from or under him. *In Witneſs*, &c.

A Releaſe

A Releaſe of Equity of Redemption of Lands Mortgaged in Fee, in which Mortgage there was a Covenant to levy a Fine, which Fine accordingly was levied; and in Conſideration of a further Sum, the Lands are abſolutely conveyed and the Fine is declared to be to the only Uſe of the Mortagee.

THIS *Indenture* made, &c. *Between* I. O. of, &c. And A. his Wife of the one Part, and J. B. of, &c. of the other Part; *Whereas* by Indenture of Releaſe bearing Date, &c. made or mentioned to be made between the ſaid I. O. and A. his Wife of the one Part, and the ſaid J. B. of the other Part; the ſaid I. O. and A. his Wife for and in Conſideration of the Sum of, &c. did grant, bargain, ſell, alien, releaſe and confirm unto the ſaid J. B. (in his actual Poſſeſſion then being by Virtue of a Bargain and Sale to him thereof made by the ſaid I. O. and A. his Wife, by Indenture bearing Date the Day next before the Day of the Date of the ſaid Indenture of Releaſe for the Term of one whole Year, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs, *All* that Meſſuage, &c. *To hold* unto the ſaid J. B. his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid J. B. his Heirs and Aſſigns for ever; *Subject* nevertheleſs to a certain Proviſo or Condition therein contained to this Effect, That if the ſaid I. G. his Heirs, Executors or Adminiſtrators, ſhould well and truly pay, or cauſe to be paid, unto the ſaid J. B. his Heirs, Executors Adminiſtrators, or Aſſigns, at or in, &c. the full Sum of, &c. in and upon,

&c.

&c. without making any Deduction or Abatement whatſoever out of the ſame, for or by Reaſon of any Taxes, Aſſeſſments or other Payments whatſoever, ordinary or extraordinary, then the ſaid Indenture of Releaſe, and every Thing therein contained, ſhould ceaſe, determine, and be void: *In* which ſaid recited Indenture of Releaſe (amongſt divers other Covenants, Conditions, and Agreements) is contained a Covenant, that the ſaid I. O. and A. his Wife, ſhould before the End of the then preſent *Hillary* Term, in due Form of Law, acknowledge and levy to the ſaid J. B. and his Heirs, one Fine *Sur conuzance de droit come ceo, &c.* with Proclamations, according to the Form of the Statute in that Caſe made and provided, of the ſaid Meſſuage or Tenement and Premiſſes, and every Part and Parcel thereof, with the Appurtenances, by ſuch apt Names and Quantities, and in ſuch Manner and Form, as by the ſaid J. B. or his Counſel Learned in the Law, ſhould be reaſonably deviſed, adviſed and required: *Which* ſaid Fine ſo as aforeſaid, or in any other Manner to be levied, and all and every other Fine or Fines, had or levied, or to be had or levied by the ſaid I. O. and A. his Wife, or either of them, of the ſaid Meſſuage or Tenement and Premiſſes, was declared to be and enure to the only proper Uſe and Behoof of the ſaid J. B. his Heirs and Aſſigns for ever; ſubject nevertheleſs to the Proviſo or Condition aforeſaid, *as* in and by the ſaid recited Indenture of Releaſe (Relation being thereunto had) more fully and at large it doth and may appear. *And whereas* a Fine was afterwards in the

the ſame *Hillary* Term levied and acknowledged of the ſaid Premiſſes by the ſaid I. O. and A. his Wife, unto the ſaid J. B. and his Heirs, in Purſuance of the ſaid Covenant in the ſaid recited Indenture of Releaſe mentioned and contained. *And whereas* the ſaid J. B. hath agreed with the ſaid I. O. for an abſolute and indefeaſible Eſtate in Fee-Simple of, and in the ſaid Meſſuage or Tenement and Premiſſes above-mentioned, for the further Sum of, &c. *Now this Indenture witneſſeth*, That for and in Conſideration of the ſaid further Sum of, &c. of, &c. to them the ſaid I. O. and A. his Wife in Hand paid by the ſaid J. B. the Receipt whereof he the ſaid I. O. and A. his Wife, do hereby acknowledge, and thereof, and of every Part thereof, do acquit and diſcharge the ſaid J. B. his Heirs, Executors and Adminiſtrators by theſe Preſents, he the ſaid I. O. and A. his Wife, *Have* granted, ratified and confirmed, and by theſe Preſents do for them, and their Heirs, grant, ratify and confirm unto the ſaid J. B. his Heirs and Aſſigns, the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, and every Part and Parcel thereof, with the Appurtenances, in the ſaid recited Indenture of Releaſe mentioned: *And alſo* the ſaid I. O. and A. his Wife, *Have* remiſed, releaſed and for ever quit-claimed, and by theſe Preſents do remiſe, &c. unto the ſaid J. B. his Heirs and Aſſigns, and every of them the ſaid Proviſo or Condition in the ſaid recited Indenture of Releaſe mentioned and contained; and all Right and Power of Redemption of the ſaid Meſſuage or Tenement and Premiſſes, which they the ſaid I. O. and A. his Wife, have or either

either of them hath, or can or may have or claim either in Law or Equity, by Virtue of the ſaid Proviſo or Condition; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of them the ſaid I. O. and A. his Wife, of, in or to the ſaid Meſſuage or Tenement and Premiſſes; and of, in and to every or any Part or Parcel thereof, with their and every of their Appurtenances; *To have and to hold* the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes hereby granted, releaſed and confirmed, or mentioned or intended to be hereby granted, releaſed and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid J. B. his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid J. B. his Heirs and Aſſigns for ever: And that fully, freely and abſolutely without any manner of Condition, Proviſo or Limitation whatſoever. *And* the ſaid I. O. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid J. B. his Heirs and Aſſigns, by theſe Preſents in Manner following (that is to ſay) That he the ſaid I. O. now hath good Right, full Power, and lawful and abſolute Authority, to grant, releaſe and confirm the ſaid Meſſuage or Tenement and Premiſſes, unto the ſaid J. B. his Heirs and Aſſigns, in Manner and Form aforeſaid. *And* that it ſhall and may be lawful to and for the ſaid J. B. his Heirs and Aſſigns, from Time to Time, and at all Times for ever hereafter, peaceably and quietly to have, hold and enjoy all and ſingular the ſaid Premiſſes and every Part and Parcel thereof, with the Appurtenances, without the

Let,

Let, Trouble, Moleſtation, Interruption or Denial of them the ſaid I. O. and A. his Wife, their Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whatſoever, claiming or to claim, by from or under him, her, them or any or either of them. *And alſo*, That the ſaid Fine, ſo in and by the ſaid recited Indenture of Releaſe covenanted to be levied of the ſaid Premiſſes by the ſaid I. O. and A. his Wife, to the ſaid J. B. and his Heirs, and afterwards by them acknowledged and levied as aforeſaid, *ſhall* be and enure, and ſhall be deemed, adjudged, and taken to be and enure, and is hereby declared, concluded and agreed by and between the ſaid Parties to theſe Preſents, to be and enure to the only proper Uſe and Behoof of the ſaid J. B. his Heirs and Aſſigns for ever, freed and diſcharged of and from the Proviſo or Condition in the ſaid recited Indenture of Releaſe mentioned and contained, and of and from all other Proviſoes, Conditions or Limitations whatſoever, and to and for no other Uſe, Intent or Purpoſe whatſoever. *And further*, That he the ſaid I. O. and A. his Wife, their and either of their Heirs and Aſſigns, and all and every other Perſon and Perſons whatſoever, having or lawfully claiming any Eſtate, Right, Title or Intereſt, of, in or to the ſaid Premiſſes or any Part thereof, by, from or under them, or either of them, ſhall and will from Time to Time, and at all Times hereafter, within the Space of ſeven Years from the Date hereof, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid J. B. his Heirs or Aſſigns, make do, and execute, or cauſe or procure to be made, done and

and executed *All* and every ſuch further and other lawful and reaſonable Grants, Acts and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute granting, conveying and aſſuring of all and ſingular the ſaid Premiſſes above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the ſaid J. B. his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid J. B. his Heirs and Aſſigns for ever, as by the ſaid J. B. his Heirs or Aſſigns, or his or their Counſel Learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *In Witneſs*, &c.

A Releaſe of Equity of Redemption, or Aſſignment of a Mortgage of a Leaſe of a Meſſuage for 41 *Years, with a Policy of Inſurance, and a Special* Reddend', &c.

THIS Indenture made, *&c. Between* Sir *F. C.* of, *&c.* Knt. and *T. A.* of, *&c.* of the one Part, and M. P. of, *&c.* of the other Part. *Whereas* by Indenture bearing Date, *&c.* made or mentioned to be made betwen J. C. Citizen and, *&c.* and P. his Wife, who was the Relict and Adminiſtratrix of the Goods and Chattels, Rights and Credits of, *&c.* and H. K. Citizen and, *&c.* of *London*, and H. his Wife, who was the Orphan and Sole Heir of, *&c.* of, the one Part, and the ſaid T. A. of the other Part, the ſaid J. C. and P. his Wife, and H. K. and H. his Wife, for the Conſiderations therein mentioned, did demiſe, grant and to Farm let unto the ſaid T. A. *All* that Meſſuage or Tenement, ſituate, *&c.* together with all Shops, Cellars, Sollars, Chambers, Rooms, Lights, Eaſements and

and Appurtenances whatſoever, to the ſaid Meſſuage and Premiſſes belonging or appertaining; *To be had and holden* unto the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, from, &c. for and during and unto the full End and Term of 41 Years, and one half Year, from thence next enſuing, and fully to be compleat and ended: *Yielding* and paying therefore for the firſt half Year of the ſaid Term the Rent of one Pepper-Corn on the Feaſt of, &c. if the ſame ſhall be demanded. *And yielding* and paying therefore yearly for the 41 Years (if the ſaid P. Wife of the ſaid J. C. ſhould ſo long live) unto the ſaid J. C. and P. his Wife, the yearly Rent or Sum of, &c. at the four moſt uſual Feaſts or Times of Payment in the Year (that is to ſay) &c. the firſt Payment to begin, &c. *And yielding* and paying from the Death of the ſaid P. for and during all the Reſt and Reſidue of the ſaid Term, which ſhall be then to come and unexpired (if ſhe the ſaid P. ſhould not live out the ſame) unto the ſaid H. K. and H. his Wife, and their Aſſigns, the ſaid yearly Rent of, &c. on the ſaid four Feaſt-Days; the firſt Payment to begin and be made on ſuch of the ſaid Feaſt-Days, as ſhould next happen after the Death of the ſaid P. *As* by the ſaid recited Indenture (Relation being thereunto had) may more at large appear. *And whereas* by a certain Inſtrument or Policy of Inſurance, bearing Date, &c. B. B. and S. T. Gent. in Conſideration of the Sum of, &c. to them paid by the ſaid P. H. for the enſuring of the Meſſuage afore ſaid, for the Term of, &c. did direct and appoint that the Truſtees for the Time being for Houſes and Lands ſettled for inſuring of Houſes againſt

gainſt Fire, ſhould pay to the ſaid P. her Executors, Adminiſtrators or Aſſigns, the Sum of, &c. at the End of two Months next after the ſaid Houſe ſhould be burnt, demoliſhed or damnified by or by Reaſon or Means of Fire; and ſo often as any new Houſe to be built in the Place thereof ſhould be burnt, demoliſhed or damnified by or by Reaſon or Means of Fire; within the ſaid Term of, &c. the like Sum of, &c. *And whereas* by an Indenture on the back of the ſaid Policy, bearing Date, &c. the ſaid J. C. and P. his Wife, in Conſideration of the Sum of, &c. to them in Hand paid, did grant, aſſign and ſet over unto the ſaid T. A. as well the within written Inſtrument or Policy of Inſurance as all Sum and Sums of Money therein mentioned, and all their Right, Title and Intereſt thereunto, and all Benefit, Profit and Advantage thereof. *To hold* to him the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, from thenceforth, for and during all the Reſt and Reſidue of the Term within inſured, as by the ſaid Policy and Aſſignment thereof may more fully appear. *And whereas* by Indenture of Aſſignment, bearing Date, &c. made, or mentioned to be made, between the ſaid T. A. of the one Part, and the ſaid Sir F. C. of the other Part; the ſaid T. A. for and in Conſideration of the Sum of, &c. to him in Hand paid by the ſaid Sir F. C. did grant, bargain, ſell, aſſign, and ſet over unto the ſaid Sir F. C. his Executors, Adminiſtrators and Aſſigns, *All* that the ſaid Meſſuage, or Tenement and Premiſſes above mentioned to be granted in and by the ſaid recited Indenture of Leaſe, together with the ſame Indenture; *To hold* unto the ſaid Sir F. C. his Executors,

Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 41 Years then to come and unexpired. *And whereas* the ſaid T. A. in and by the ſaid Indenture of Aſſignment, for the Conſideration aforeſaid, did alſo grant, aſſign, and ſet over unto the aforeſaid Sir F. C. his Executors, Adminiſtrators and Aſſigns, the ſaid recited Policy of Inſurance, and all Sums of Money therein mentioned, and the Benefit and Advantage thereof; *To hold* to him the ſaid Sir F. C. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term, inſured as aforeſaid; in which ſaid Indenture is contained a Proviſo or Condition, That if the ſaid T. A. his Executors or Adminiſtrators ſhould pay, or cauſe to be paid, unto the ſaid Sir F. C. his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* on, *&c.* then next enſuing, and now laſt paſt, without any Deduction or Abatement for Taxes, or any Payments whatſoever, Then the ſaid recited Indenture, and every Thing therein contained, ſhould Ceaſe, Determine, and be void, as in and by the ſaid recited Indenture, (Relation being thereunto had) may more fully appear. *And whereas* the ſaid T. A. made Default in Payment of the ſaid Sum of, *&c.* on the Day and Time by the ſaid Proviſo or Condition limited and appointed, contrary to the true Intent and Meaning of the ſaid recited Indenture of Aſſignment; By Reaſon whereof the ſaid Meſſuage or Tenement, and Premiſſes became in the Law forfeited unto the ſaid Sir F. C. *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of, *&c.* to the ſaid Sir F. C. in Hand paid by the ſaid M. P. and of the Sum of, *&c.* to the ſaid T. A.

alſo in Hand paid by the ſaid M. P. before the Sealing and Delivery of theſe Preſents; the Receipt of which ſaid ſeveral Sums, they the ſaid Sir F. C. and T. A. do hereby reſpectively acknowledge; He the ſaid Sir F. C. by and with the Conſent and Direction of the ſaid T. A. teſtified by his being a Party to and Signing and Sealing of theſe Preſents, *And alſo* the ſaid T. A. *Have* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and each of them doth Grant, *&c.* unto the ſaid M. P. his Executors Adminiſtrators and Aſſigns, *All* that the ſaid Meſſuage or Tenement, and Premiſſes, with the Appurtenances, which in and by the ſaid recited Indenture of Leaſe were demiſed and granted unto the ſaid T. A. *And alſo* all the Eſtate, Right, Title, Intereſt, Term of Years to come, Claim and Demand whatſoever of them the ſaid Sir F. and T. A. or either of them, of, in or to the ſaid Premiſſes, or any Part thereof, together with the ſaid recited Indenture of Leaſe and Aſſignment, and all Counter-Parts of Leaſes, Contracts and Agreements, made and granted, of the ſaid Premiſſes, or any Part thereof, to any Perſon or Perſons whatſoever; *To have and to hold*, The ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid M. P. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of all the ſaid Term of 41 Years now to come and unexpired, in as large and ample manner to all Intents and Purpoſes, as the ſaid Sir F. C. or the ſaid T. A. or either of them, might have held

held or enjoyed the ſaid Premiſſes, by Virtue of the ſaid recited Indenture of Leaſe, and the Aſſignment thereof, or either of them, or by any other Ways and Means, Right or Title whatſoever, if theſe Preſents had not been made. *And this Indenture alſo witneſſeth*, That the ſaid Sir F. C. and T. A. for the Conſiderations aforeſaid, *Have* granted, aſſigned and ſet over, and by theſe Preſents do, and each of them doth Grant, *&c.* unto the ſaid M. P. his Executors, Adminiſtrators and Aſſigns, the ſaid Policy of Inſurance, and all Sums of Money therein mentioned, and the Benefit and Advantage thereof; *To have and to hold* the ſaid Policy of Inſurance, and all Sums of Money therein mentioned, and the Benefit and Advantage thereof, unto the ſaid M. P. his Executors, Adminiſtrators and Aſſigns, from the Date hereof, for and during all the Reſt, and Reſidue of the ſaid Term inſured as aforeſaid. *And this Indenture further witneſſeth*, That the ſaid T. A. for the Conſiderations aforeſaid, *Hath* remiſed, releaſed, and quit-claimed, and by theſe Preſents doth remiſe, releaſe, and for ever quit-claim unto the ſaid M. P. his Executors, Adminiſtrators and Aſſigns, the ſaid Proviſo or Condition, contained in the above recited Indenture of Aſſignment, to the ſaid Sir F. C. and all Power and Equity of Redemption whatſoever, both in Law and Equity, which he the ſaid T. A. his Executors or Adminiſtrators, might or could have, or can or may have or claim by Force, Virtue or Means of the ſaid Proviſo or Condition, Clauſe or Agreement in the ſaid recited Indenture of Aſſignment mentioned and contained, or by any other Ways

or Means whatſoever; *And* that he the ſaid T. A. his Executors and Adminiſtrators are, and at all Times hereafter ſhall be hereby barred, and for ever excluded of and from all manner of Relief whatſoever, either in Law or Equity, touching and concerning the ſaid Premiſſes, or any Part thereof. *And* the ſaid Sir F. C. for himſelf, his Executors and Adminiſtrators doth covenant and grant, to and with the ſaid M. P. his Executors, Adminiſtrators and Aſſigns, That he the ſaid Sir F. C. hath not made, done, or committed any Act, Matter or Thing whatſoever, whereby, or by reaſon whereof the ſaid Meſſuage or Tenement, and Premiſſes, or any Part thereof is, are or ſhall, or may be any ways impeached or incumbred in Title, Eſtate or otherwiſe howſoever. *And* the ſaid T. A. for himſelf, his Executors, Adminiſtrators and Aſſigns doth covenant and grant to and with the ſaid M. P. his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid M. P. his Executors, Adminiſtrators and Aſſigns, ſhall and may peaceably and quietly enter into, have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and Premiſſes abovementioned, and receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe and Uſes, for and during all the Reſt and Reſidue, now to come and unexpired, of the ſaid Term of 41 Years, in and by the ſaid recited Indenture of Leaſe granted, without any the Let, Suit, Trouble, Eviction, Ejection, Moleſtation or Interruption whatſoever, of or by him the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whatſoever lawfully claiming

claiming from, by or under him, them or any of them; *And* that freed and diſcharged, or otherwiſe by him the ſaid T. A. his Executors and Adminiſtrators, well aud ſufficiently ſaved and kept harmleſs and indemnified of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Aſſignments, Mortgages, Surrenders, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, Rents, Arrearages of Rent, Judgments, Extents, Executions, and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, *&c.* by him the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, or any of them. (The Rents and Covenants reſerved, mentioned and contained in the above recited Indenture of Leaſe, which from henceforth on the Tenants or Leſſees Part and Behalf ſhall grow due to be paid and performed, always excepted and forepriſed). *In Witneſs*, &c.

A Releaſe of the Equity of Redemption of Lands mortgaged, made in Performance of a Decree in the High Court of Chancery, after the Eſtate is recovered at Common Law.

THIS Indenture made, *&c. Between* C. D. of, *&c.* Son and Heir of Sir C. D. late of, *&c.* Knight deceaſed, of the one Part, and F. C. of, *&c.* Widow and Relict of the Right Reverend Father in God, J. late Lord Biſhop of, *&c.* deceaſed, of the other Part. *Whereas* by Indenture bearing Date, *&c.* made between the ſaid Sir C. D. deceaſed, of the one Part; and the ſaid F. C. by the Name of, *&c.* of the other Part; He the ſaid Sir

C. D. for the Conſiderations therein mentioned, *Did* demiſe, grant, bargain and ſell unto the ſaid F. C. *All* that Parcel of Meadow or Paſture Ground, lying in, *&c.* containing by Eſtimation, *&c.* be the ſame more or leſs, thentofore in the Tenure of, *&c.* and then in the Tenure or Occupation of, *&c.* at and under the yearly Rent of, *&c.* And alſo all that other Parcel of Meadow or Paſture Ground in, *&c.* containing by Eſtimation, *&c.* be the ſame more or leſs, and then in the Tenure or Occupation of, *&c.* at and under the yearly Rent of, *&c.* And alſo all that other Parcel of Meadow or Paſture Ground, containing by Eſtimation, *&c.* be the ſame more or leſs, and then in the Tenures or Occupations of, *&c.* at and under the yearly Rent of, *&c.* And all and ſingular Ways, Watercourſes, Common of Paſture, Hereditaments, Profits, Eaſements and Appurtenances whatſoever, to the ſaid Premiſſes, or any of them belonging, or in any wiſe appertaining, or therewith uſed, occupied or enjoyed, reputed and taken as Part, Parcel or Member of them, or any of them; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits, of all and ſingular the above-mentioned Premiſſes, and of every Part and Parcel thereof; And all Rents, and other Profits reſerved, or from thenceforth payable upon any Leaſe or Leaſes thereof, or of any Part thereof: And all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, either in Law or Equity, of him the ſaid Sir C.D. of, in or to all or any of the ſaid Premiſſes, or of, in or to any Part or Parcel thereof, with their and every of their Appurtenances;

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To be had and holden unto the ſaid F. C. her Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid Indenture, for and during, and unto the full End and Term of 99 Years, from thence next enſuing, and fully to be compleat and ended, without Impeachment of, or for any manner of Waſte; At and under the yearly Rent of one Pepper-Corn, payable on, *&c.* if demanded. In which ſaid Indenture is contained a Proviſo or Condition nevertheleſs, That if the ſaid Sir C. D. his Heirs, Executors and Adminiſtrators, or any of them ſhould pay, or cauſe to be paid, unto the ſaid F. C. her Executors, Adminiſtrators or Aſſigns the Sum of, *&c.* with lawful Intereſt for the ſame, at the Days and Times in the ſaid Indenture mention'd, That then the ſaid Indenture ſhould be void, as in and by the Indenture, (Relation being thereunto had) more at large appeareth. *And whereas* the ſaid Sum of, *&c.* nor any Part thereof, or any Intereſt for the ſame, was paid at the Times appointed for the Payment thereof, nor at any Time ſince; whereby the Eſtate granted to the ſaid F. C. in the ſaid Premiſſes became abſolute, and ſhe recovered Judgment at Law, and was put into the Poſſeſſion thereof by the Sheriff of the ſaid County of, *&c.* by Virtue of an Execution upon the ſaid Judgment. *And whereas* by a Decree or decretal Order, made in a certain Cauſe, depending in the High Court of *Chancery*, between the ſaid F. C. Complainant, and the ſaid C. D. Defendant, bearing Date, *&c.* It was ordered and decreed, That upon the ſaid C. D.'s Payment of what, *&c.* one of the Maſters of the ſaid Court ſhould certifie to be due to the ſaid F. C. for Principal, Intereſt and

Coſts, by the firſt Day of the then next Term, the ſaid F. C. ſhould Reconvey the ſaid mortgaged Premiſſes to the ſaid C. D. or whom he ſhould appoint, free of all Incumbrances, done by her, or any claiming by, from or under her: But in Default of the ſaid C. D.'s Payment, of what the ſaid Maſter ſhould certify to be due to the ſaid F. C. as aforeſaid, Then it was ordered and decreed, that the ſaid C. D. ſhould be abſolutely foreclоſed and debarred from all Equity of Redemption, and deliver upon Oath all Deeds and Writings, that he had or could come by, that related to the Premiſſes, And Convey all the Right, Title and Intereſt, which he had in the Premiſſes, unto the ſaid F. C. in ſuch manner as the ſaid Maſter ſhould Direct. *And whereas* the ſaid Maſter, in Purſuance of the ſaid Order, made his Report, bearing Date, *&c.* laſt paſt, whereby he certified due to the ſaid F. C. the Sum of, *&c.* and appointed the ſaid C. D. to pay the ſame unto her, on, *&c.* laſt paſt, as by the ſaid Decree or decretal Order and Report, more at large appears: *And whereas* the ſaid C. D. hath not paid the ſaid, *&c.* nor any Part thereof, according to the ſaid Order and Report: *Now this Indenture witneſſeth*, That the ſaid C. D. in Obedience to, and in Purſuance of the ſaid Decree, and for and in Conſideration of the Sum of 5 *s.* of, *&c.* to him in Hand paid by the ſaid F. C. the Receipt whereof he doth hereby acknowledge, *Hath* granted, releaſed and confirmed, and by theſe Preſents doth grant, *&c.* unto the ſaid F. C. her Executors, Adminiſtrators and Aſſigns, the ſaid ſeveral Pieces and Parcels of Meadow and Paſture Ground, with their and every

every of their Rights, Members and Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders thereof; *And* alſo all the Eſtate, Right, Title and Intereſt, both in Law and Equity, of the ſaid C. D. in and to the ſame, and every Part and Parcel thereof; together with all Deeds, Evidences and Writings, touching and concerning the ſaid Premiſſes only, and true Copies of all ſuch as concern the ſame with other Lands: *To have and to hold* the ſaid ſeveral Pieces of Meadow and Paſture Ground, with the Appurtenances, and all and ſingular other the Premiſſes hereby granted and releaſed, or meant, mentioned or intended to be hereby granted and releaſed unto the ſaid F. C. her Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue of the ſaid Term of 99 Years, yet to come and unexpired, abſolutely foreclоſed and debarred of and from the Proviſo of Redemption in the ſaid recited Indenture mentioned, and from all Benefit and Equity of Redemption whatſoever: *And* the ſaid C. D. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant, to and with the ſaid F. C. her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid C. D. and his Heirs, ſhall and will at the Requeſt, Coſts and Charges in the Law of the ſaid F. C. her Executors, Adminiſtrators or Aſſigns, from Time to Time, and at all Times hereafter, during the Space of ſeven Years next enſuing, make, do and execute, or cauſe or procure to be made, *&c.* all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Aſſurance or Aſſurances

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in the Law whatſoever, for the further and better conveying and aſſuring of the ſaid Premiſſes to the ſaid F. C. her Executors, Adminiſtrators and Aſſigns, as by the ſaid F. C. her Executors, Adminiſtrators and Aſſigns, ſhall be deviſed, adviſed and required, ſo as the ſaid C. D. or ſuch Perſon, as ſhall be required to do the ſame, be not compelled or compellable, to Travel above ſeven Miles from the Place of his or their uſual Place of Abode; And ſo as the ſame contain no further Warranty, than is in theſe Preſents. *In Witneſs*, &c.

An Aſſignment of a Releaſe of Equity of Redemption, with ſpecial Recital of an Aſſignment of a Mortgage, and a Decree in Chancery, *&c.*

THIS Indenture made, *&c. Between.* J. V. of, *&c.* of the one Part, and R. Y. of, *&c.* of the other Part. *Whereas* W. S. of, *&c.* in and by one Indenture, bearing Date, *&c.* in Conſideration of the Sum of 200 *l.* of, *&c.* therein mentioned to be paid to him by J. J. late of, *&c.* did bargain, ſell, demiſe, grant, and to Farm let unto the ſaid J. J. in his Life-time, his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage, *&c. To be had and holden* unto the ſaid J. J. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years, thence next and immediately enſuing and following, fully to be compleat and ended, without Impeachment of or for any manner of Waſte, by and under the yearly Rent of a Pepper-Corn; which ſaid Indenture was nevertheleſs Defeaſible, on Repayment of the

the ſaid 200 *l.* with Intereſt for the ſame, at certain Days and Times, in the ſame Indenture expreſſed, and now paſt, as in and by the ſaid recited Indenture may more fully appear: *And whereas* Failure being made in Payment of the ſaid 200 *l.* and Intereſt, at the Times in the Proviſo or Condition in the ſaid recited Indenture mentioned, the Eſtate and Term thereby granted, became in Law Abſolute: *And whereas* in and by one Indenture Tripartite, bearing Date, *&c.* made between the ſaid W. S. of the firſt Part, W. W. of, *&c.* and F. his Wife, ſole Daughter and Adminiſtratrix, *de bonis non*, of the Goods and Chattels of the ſaid J. J. of the ſecond Part, and the ſaid J. V. of the third Part, reciting therein in effect as is herein before recited; and reciting further, that the ſaid J. J. died inteſtate, and Adminiſtration of his Goods and Chattels were in due form of Law granted and committed to J. J. his Son, who afterwards died alſo without making any Diſpoſition of the ſaid Term, or any Alteration of the Eſtate thereby granted; *And* that after his Deceaſe, Adminiſtration, *de bonis non*, of all and ſingular the Goods and Chattels, Rights and Credits, whereof the ſaid J. J. the elder died poſſeſſed, by the ſaid J. J. Junior unadminiſtred, were in due Form of Law granted and committed to the ſaid F. Wife of the ſaid W. W. as might appear; And reciting further, that the ſaid W. W. and F. his Wife had that Day accompted with the ſaid W. S. for the Principal and Intereſt then remaining due and owing on the ſaid recited Indenture, and upon a juſt Account made, there remained due and owing to the ſaid W. W. and F. his Wife, for

Principal

Principal and Intereſt, the Sum of 260 *l.* The ſaid W. S. did Remiſe and Releaſe unto the ſaid W. W. and F. his Wife, the Proviſo or Condition in the ſaid recited Indenture contained, and all Benefit and Equity of Redemption of the ſaid Premiſſes, by Virtue or Colour thereof: And the ſaid W. W. and F. his Wife, in Conſideration of the Sum of 260 *l.* of, *&c.* therein mention'd to be paid them by the ſaid J. V. did bargain, ſell, aſſign and ſet over; And the ſaid W. S. for the better ſecuring thereof, did ratify and confirm, *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes above recited, and every Part and Parcel thereof, with the Appurtenances; and all their Eſtate and Intereſt therein unto the ſaid J. V. which ſaid laſt recited Indenture was Defeaſible, on Repayment, by the ſaid W. S. of the ſaid 260 *l.* with the Intereſt thereof, at certain Days and Times therein mentioned, and now paſt, as thereby may appear. *And whereas* Default being made in the Proviſo or Condition, contained in the ſaid laſt recited Indenture, the Eſtate, Term and Intereſt of him the ſaid J. V. of, in and to the ſaid Premiſſes, became in Law Abſolute; *And* the ſaid J. V. entred thereinto, and received ſome of the Profits thereof; But the ſame being nevertheleſs redeemable in Equity, the ſaid J. V. exhibited his Bill into the High Court of Chancery, againſt the ſaid W. S. to compel him either to pay the ſaid J. V. the ſaid Mortgage-Money and Intereſt, or elſe to be foreclоſed from all Equity of Redemption thereof, whereto the ſaid W. S. appeared and anſwered. *And* the ſaid Cauſe came to be heard on, *&c.* wherein it was ordered

dered and decreed that the ſaid W. S. ſhould on, &c. pay the ſaid J. V. the ſaid Principal Sum of 260 *l.* and 50 *l.* for the Intereſt thereof, and 5 *l.* for Coſts, in all amounting to the Sum of 315 *l.* at the Houſe of, &c. at the Hours of Ten and Eleven of the Clock in the Forenoon of the ſame Day; and that on the Payment thereof, the ſaid J. V. ſhould convey and aſſign his Eſtate and Intereſt in the Premiſſes to the ſaid W. S. or whom he ſhould appoint. But in Caſe the ſaid W. S. ſhould make Default in Payment of the ſaid 315 *l.* at the Time and Place aforeſaid, Then the ſaid J. V. his Executors and Adminiſtrators were to hold and enjoy the ſaid Premiſſes, abſolutely diſcharged from all Equity of Redemption, for the Remainder of the ſaid Term, as by the ſaid Order may appear. *And whereas* the ſaid W. S. did not pay the ſaid 315 *l.* or any Part thereof to the ſaid J. V. at the Time and Place aforeſaid, by Reaſon whereof he the ſaid W. S. was barred and foreclоſed of all Equity and Power of Redemption of the ſaid Premiſſes, and every Part thereof. *And whereas* in and by a certain Writing, bearing Date, &c. endorſed on the Back of the ſaid recited Indenture, The ſaid W. S. did remiſe, releaſe and confirm unto the ſaid J. V. all and every the Lands, Tenements and Hereditaments above-mentioned, with the Appurtenances, and all his Eſtate and Intereſt therein; *To have and to hold* unto the ſaid J. V. his Executors, Adminiſtrators and Aſſigns, during all the Reſidue of the ſaid Term of Years above-mentioned, which was then to come, *Diſcharged* of and from the Proviſo or Condition in the

ſaid

ſaid recited Indenture contained, and of and from all Equity and Power of Redemption whatſoever, as by the ſaid Endorſement may appear. *Now this Indenture Witneſſeth*, That the ſaid J. V. for and in Conſideration of the Sum of 350 *l.* of, *&c.* to him in Hand paid by the ſaid R. Y. The Receipt whereof he the ſaid J. V. doth hereby acknowledge, *Hath* bargained and ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, *&c.* unto the ſaid R. Y. all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, together with the ſaid ſeveral recited Indentures; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years to come, Claim and Demand whatſoever of him the ſaid J. V. of, in and to the ſame Premiſſes, and every Part thereof; *To have and to hold* all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid R. Y. his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years above-mentioned, which is yet to come and unexpired. *And* the ſaid J. V. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid R. Y. his Executors, Adminiſtrators and Aſſigns, That he the ſaid R. Y. his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years now to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid

Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without any Let, Suit, Trouble, Hindrance, Moleſtation, Interruption or Denial, of or by him the ſaid J. V. his Executors or Adminiſtrators, or of or by any other Perſon or Perſons whatſoever, claiming or to claim, in, by, from or under him, them, or any of them, (except one Indenture of Leaſe to, &c. under the yearly Rent of, &c.) which Rent is from henceforth to become due and payable to the ſaid R. Y. his Executors, Adminiſtrators and Aſſigns. *In Witneſs*, &c.

A Bill in Chancery to foreclose the Equity of Redemption on a Mortgage.

To the Right Honourable, &c.

Humbly complaining, ſheweth unto your Lordſhip, &c. *That whereas* E. B. of, &c. having Occaſion of Money, did borrow and take up at Intereſt of your Orator, 2000 *l.* And for ſecuring the Re-payment thereof, with Intereſt, in and by one Indenture, bearing Date, &c. made between, &c. did demiſe, &c. all that Meſſuage, &c. *To hold*, &c. as in and by the ſaid Indenture, in your Orator's Cuſtody, ready to be produced, will more fully appear. And your Orator further ſheweth unto your Lordſhip, that afterwards by Indenture, &c. reciting, &c. in Conſideration, &c. [*Here recite all the Securities down to the Time of the Bill.*] *And* your Orator further ſheweth unto your Lordſhip, that the ſaid E. B. hath not only failed

failed in Payment of the ſaid 2000 *l.* and Intereſt, but hath ſuffered the Intereſt thereof, ever ſince to run greatly in Arrear, altho' your Orator hath often requeſted and deſired him to pay the ſaid Principal Money, or at leaſt the Intereſt thereof, as the ſame became due, as in all Equity and good Conſcience he ought to have done. *But* now ſo it is, May it pleaſe your Lordſhip, that the ſaid E. B. hath hitherto neglected and taken no Care to pay either the Principal Money, or the Intereſt thereof, and hath endeavoured to delay your Orator all he can by fair Promiſes, wherewith your Orator having been put off a long Time, intended to have actually enter'd on the ſaid mortgaged Premiſſes, and to have recovered the Poſſeſſion thereof at the Common Law; but upon Inquiry your Orator finds, That all, or the greateſt Part of the ſaid mortgaged Premiſſes have been leaſed out by the ſaid E. B. precedent to your Orator's Title, for long Terms of Years, either Abſolute or Determinable upon Lives, under ſmall Rents, to ſundry Perſons, to your Orator unknown (whoſe Names, when diſcovered, your Orator prays may be made Parties to this Suit, with apt Words to charge them) ſo that your Orator cannot bring any Action at Law for Recovery of the Poſſeſſion of the ſaid mortgaged Premiſſes; yet well hoped he might have received the Rents and Profits thereof, towards Satisfaction of his ſaid Debt and Intereſt: But the ſaid E. B. having the Counterparts of the ſeveral Leaſes in his own Cuſtody, refuſeth to diſcover upon what Terms, and under what Rents the ſame were granted, or when payable, intending

ing as much as in him lies, to defeat your Orator of his ſaid Debt and Intereſt; and doth not only refuſe to pay your ſaid Orator the ſaid Principal Sum of 2000*l.* or any Intereſt therefore, but hath alſo prevailed with the ſeveral Tenants of the mortgaged Premiſſes, not to attorn Tenants to your ſaid Orator, or to pay him any Rents due or payable for the ſame. *And* your Orator not having any Counterparts of the ſeveral Leaſes, cannot bring any Action for Recovery of the ſeveral Rents, or any Part of them, whereby your Orator is likely to be deprived of his juſt Debt and Intereſt, without the Aid and Aſſiſtance of your Lordſhip, in this Honourable Court; In tender Conſideration whereof, and foraſmuch as your Orator hath no Remedy at Law, to get the Poſſeſſion of the ſaid Premiſſes, or to compel the ſeveral Tenants to attorn Tenants to your Orator to pay him their reſpective Rents, as the ſame ſhall become due, or to inforce the Payment of his ſaid Debt and Intereſt, or to foreclоſe the ſaid E. B. of his Equity of Redemption of the ſaid mortgaged Premiſſes, but in this Honourable Court; *And* the rather for that the ſaid E. B. gives out, That if your Orator ſhould be admitted into the Poſſeſſion of the ſaid Premiſſes, or into the Receipts of the Rents and Profits thereof; yet that your Orator ſhall be but in the Nature of a Bailiff, for that he can call your Orator to Account at Pleaſure. *To* the End therefore, that the ſaid E. B. and the Reſt of the Confederates, when diſcovered, may true and perfect Anſwer make to all and ſingular the ſaid Premiſſes, and particularly that the ſaid E. B. may diſcover whether he did

not borrow of your Orator the ſaid Sum of 2000*l.* And whether ſuch Indentures and Securities were not made, and duly executed, as the ſame are herein before ſet forth, for ſecuring the Re-payment thereof, with Intereſt; and whether he did at the Time, and in Manner herein ſet forth, turn the Sum of, *&c.* into Principal, and ſecure the ſame, with Intereſt, in ſuch Manner as is herein before alledged. *And* whether the ſaid Sum of, *&c.* and all the Intereſt thereof, ever ſince the Day, *&c.* doth not remain due and owing to your ſaid Orator, or how much thereof is yet owing. *And* that the ſaid E. B. may alſo ſet forth and diſcover what Leaſes and other Incumbrances have been granted on, or affect the ſaid Premiſſes, or any Part thereof, and may ſet forth the Dates and Contents of ſuch Leaſes and Incumbrances reſpectively, and by whom made, upon what Terms, and for what Conſideration, and under what Rents; and may be ordered to deliver the Counterparts of the ſaid ſeveral Leaſes to your Orator, whereby to enable him to recover the ſeveral Rents due thereupon: And to the End the ſaid ſeveral Tenants may be ordered and decreed to attorn Tenants to your Orator, and pay your Orator their reſpective Rents for the Future, as they ſhall become due. *And* to the End the ſaid E. B. may be decreed to pay your Orator his Principal and Intereſt, together with his Coſts, by a certain Day, to be prefixed by this Honourable Court; or in Default thereof, That your Orator may, by Decree of this Court, hold and enjoy all and ſingular the ſaid mortgaged Premiſſes, freed and diſcharged of all Equity, Power and Be-

nefit of Redemption, which the ſaid E. B. or any Perſon, claiming by, from or under him, may or might Challenge or Claim to have of, in or unto the ſaid Premiſſes, or any Part thereof. *And* that the ſaid E. B. may alſo, by the Decree of this Court, be wholly forecloſed, and excluded from all Equity of Redemption of the ſaid mortgaged Premiſſes; and may be alſo ordered to make further Aſſurance of the ſame Premiſſes to your Orator, his Executors, Adminiſtrators and Aſſigns; and that your Orator may be further relieved in the Premiſſes, according to Equity and good Conſcience; *May it pleaſe your Lordſhip*, &c.

FINIS.

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